

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS OCTOBER 13, 2015 1:30 P.M.

CONSENT AGENDA

- * Approval of minutes October 6, 2015
- * Confirmation of committee appointments

Barbara White would be appointed to the Parks and Recreation Advisory Committee. The term would commence October 13, 2015 and expire October 12, 2017. (Mayor Becky Ames)

Steve McGrade would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire July 14, 2017. (Councilmember W. L. Pate, Jr.)

Gwen Ambres would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire September 5, 2017. (Councilmember Gethrel Williams-Wright)

MacArthur English would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire September 6, 2017. (Councilmember Gethrel Williams-Wright)

Emily Coxe would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire September 19, 2017. (Councilmember Mike Getz)

Norma Sampson would be reappointed to the Community Development Advisory Committee. The current term would expire September 3, 2017. (Mayor Becky Ames)

Valerie Linton would be reappointed to the Convention and Tourism Advisory Board. The current term would expire September 5, 2017. (Councilmember Gethrel Williams-Wright)

Mercy Cook would be reappointed to the Library Commission. The current term would expire September 12, 2017. (Councilmember Gethrel Williams-Wright)

Alma Hodge would be reappointed to the Police Department Community Development Advisory Committee. The current term would expire September 3, 2017. (Councilmember Gethrel Williams-Wright)

- A) Approve a one year contract with the Art Museum of Southeast Texas for FY 2016
- B) Authorize the settlement of the lawsuit styled Erik Kvarme, et al v. The City of Beaumont, et al; Cause No. D-179,887
- C) Approve the renewal of an annual maintenance agreement for SunGuard Public Sector software support for use by all City Departments
- D) Approve a one year contract with the Texas Energy Museum for FY 2016
- E) Authorize the City Manager to execute an Earnest Money Contract for the sale of a vacant 1.104 acre strip of land between Smart Street and West Cedar Street
- F) Approve a resolution nominating C. L. Sherman to the Board of Directors of the Jefferson County Appraisal District
- G) Authorize the City Manager to enter into an amended Interlocal Agreement with the Texas Department of Public Safety related to the 800 MHz radio system

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the following appointment be made:

<u>Appointment</u>	<u>Commission</u>	Beginning of Term	Expiration of Term	
Barbara White	Parks and Recreation Advisory Committee	10/13/2015	10/12/2017	

THAT the following reappointments be made:

Reappointment	Commission	Beginning of Term	Expiration of Term
Steve McGrade	Parks and Recreation Advisory Committee	10/13/2015	07/14/2017
Gwen Ambres	Parks and Recreation Advisory Committee	10/13/2015	09/05/2017
MacArthur English	Parks and Recreation Advisory Committee	10/13/2015	09/06/2017
Emily Coxe	Parks and Recreation Advisory Committee	10/13/2015	09/19/2017
Norma Sampson	Community Development Advisory Committee	10/13/2015	09/03/2017
Valerie Linton	Convention and Tourism Advisory Board	10/13/2015	09/05/2017
Mercy Cook	Library Commission	10/13/2015	09/12/2017
Alma Hodge	Police Department Community Development Advisory Committee	10/13/2015	09/03/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

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Mayor Becky	Ames -



BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Laura Clark, Chief Financial Officer

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing a one year contract with

the Art Museum of Southeast Texas in the amount of \$180,000 for

FY 2016.

BACKGROUND

The City of Beaumont (City) and the Art Museum of Southeast Texas (AMSET) entered into a lease agreement on December 30, 1986 whereby the City and AMSET agreed to a 99-year lease on the land and building to be used as an art museum. The City supports AMSET with annual allocations, major maintenance on the facility in accordance with the lease agreement, and garbage removal. In return, AMSET is open to the general public and strives to provide programs and services to the entire community.

FUNDING SOURCE

\$80,000 from the Hotel Occupancy Tax Fund and \$100,000 from the General Fund.

RECOMMENDATION

Approval of the resolution.

QUARTERLY REPORT ON USE OF HOTEL OCCUPANCY TAX FUNDS

Please use this form to report the quarterly activity of your organization as it relates to your contract with the City of Beaumont for the use of Hotel Occupancy Tax (HOT) funds.

Organization:	Art Museum of Southeast Texas	

Report for the quarter ending September 30, 2015 (July – September 30, 2015).

Total number of visitors in the reported quarter 8,937. Number of total visitors who were from out of town 269. Number of total visitors who indicated they stayed in a Beaumont hotel 91.

(*Total number count = based on number of people who entered the museum during the reported quarter
*Out of town & hotel visitors = based on guestbook sign-in sheet information

provided by AMSET visitors)

Additional information is required for individual programs directly funded with HOT funds. Please copy and use the following page for each individual program that occurred in the reporting quarter.

Return completed report by the 20th of the month following the end of the quarter to:

Todd Simoneaux Controller City of Beaumont P O Box 3827 Beaumont, TX 77704-3827

Fax: 409-880-3132

Email: tsimoneaux@ci.beaumont.tx.us

Submitted by: John Rollins, Public Relations Coordinator
Date: October 1, 2015

QUARTERLY REPORT ON USE OF HOT FUNDS Page 2

The following information is required for each program directly funded that occurred in the reporting quarter.

Program name: Art Museum of Southeast Texas Exhibitions and Education Programs

Provide actual numbers for the following:

• Total visitors/participants: 8,937

Visitors/participants who were from out of town: 269

• Visitors/participants who indicated they stayed in a Beaumont hotel: 91

How did this program enhance the promotion of tourism and the convention and hotel industry in Beaumont?

In the fourth quarter of the 2014-2015 fiscal year, AMSET hosted two exhibitions: Will-Amelia Sterns Price: Mike's Road to Taos and ABSTRACTION: Selections from the Permanent Collection. Due to promotion of these exhibits, AMSET was able to bring tourism and hotel occupancy numbers to Beaumont during the first quarter.

AMSET continues to draw in tourists and community members looking for the highest quality experience of art and culture in Southeast Texas. As an American Alliance of Museums (AAM) accredited museum and anchor in the ever-growing and vibrant downtown Beaumont area, AMSET plays a vital role in capturing the attention of tourists. AMSET attracts tourists to downtown Beaumont by enhancing culturalism both directly and indirectly. The institution has attracted attention from art connoisseurs on a statewide and national level. The benefits it provides to Southeast Texas are immeasurable to the local tourism industry.

Identify marketing strategies that were used to stimulate tourism, convention and hotel activity. What was the population count, outside golden triangle, who were targeted by this strategy?

AMSET reached a wide audience of museum goers through various advertising media for the fourth quarter of the 2014-2015 fiscal year.

AMSET pursued various local print and broadcast media for the exhibitions Will-Amelia Stems Price: Mike's Road to Taos and ABSTRACTION: Selections from the Permanent Collection.

Local print and broadcast media promotional efforts included:

7/16/15, The Examiner, Pg. 15B 8/10/15, 9:30 a.m. Show, Ch. 4 8/10/15, 4 p.m. Show, KBMT 12 8/12/15, "LIVE at 5," Ch. 6 8/13/15, Noon Show, KBMT 12

Additionally, facility rentals continue to add hotel room numbers to AMSET's count. Our facility rental department at AMSET is very aware of the importance of accurate hotel room counts for events such as weddings, receptions, parties, anniversaries, company dinners, meetings, etc. Through our guestbook sign-in sheets, we are able to accurately and effectively keep track of out-of-town visitors who come to AMSET for facility rental events and exhibitions alike.

<u>During the fourth quarter of the 2014-2015 fiscal year, AMSET has had visitors from all over the world.</u>

International:

Canada England Mexico Netherlands

National:

Alabama, Arizona, California, Colorado, Florida, Georgia, Idaho, Kansas, Louisiana, Maryland, Mississippi, Nevada, North Carolina, Ohio, Oklahoma, Oregon, Virginia, Washington

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a one-year contract, substantially in the form attached hereto as Exhibit "A," between the Art Museum of Southeast Texas (AMSET) and the City of Beaumont in the amount of \$180,000 for FY 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

- Mayor Becky Ames -	

AGREEMENT FOR THE OPERATION OF AN ART MUSEUM

WHEREAS, the Art Museum of Southeast Texas, a Texas non-profit corporation, hereinafter referred to as "Museum", and the City of Beaumont, a municipal corporation of the State of Texas, hereinafter referred to as "City", agree as follows:

1.

City hereby hires and engages Museum to operate an art museum open to the public on the premises leased from the City and described in the lease between the parties dated December 30, 1986 and made a part hereof for all purposes (herein "the premises"). Museum agrees to accept such hiring and hereby agrees to operate such art museum.

2.

This agreement shall be for a term of one year commencing October 1, 2015. The City agrees to pay museum the sum of Forty-Five Thousand Dollars (\$45,000) per quarter. Of the total annual sum of One-Hundred Eighty Thousand (\$180,000) Dollars, Eighty Thousand (\$80,000) Dollars will be derived from the Hotel Occupancy Tax authorized by Tax Code Section 351.001 et.seq. which requires that such funds be expended for arts and historical events or projects that directly enhance and promote tourism and the convention and hotel industry.

3.

Expenditure of the Eighty Thousand (\$80,000) Dollars from Hotel Occupancy Tax (HOT) funds shall be related to the purposes established by Tax Code Section 351.101(a)(4).

Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of the Museum will attend the seminar.

5.

The Museum shall submit quarterly reports in the format provided by the City reflecting the activities of Museum as they relate to the HOT funds authorized in this contract.

6.

City or Museum may terminate this Agreement for cause if either party defaults in the performance of any covenant or condition of this Agreement. Prior to such termination City or Museum must provide the other party with written notice of such default and if the party does not cure the default within fifteen (15) days after the giving of notice the party giving such notice may terminate the Agreement by written notice.

7.

City shall allow Museum and its employees, volunteers, patrons and guests to use fifty (50) designated parking spaces in the City owned parking lot lying directly to the east across Main Street from the premises during periods of use of the premises. Otherwise such spaces may be used for City's Civic Center and theater event parking. In addition, the City shall provide free parking for buses transporting school children to the art museum. Said parking places to be as available and as directed by the City's Civic Center director at a site convenient to the Museum. Parking spaces on the

premises shall be available for City's use during periods when the premises are not in actual use.

8.

The Museum agrees to indemnify, hold harmless and defend, at its own expense, the City of Beaumont and its officers, agents, servants and employees, from and against any and all claims, causes of action and damages of every kind arising out of or in conjunction with the execution, performance attempted performance or non-performance of this contract or from the operations and actions of the Art Museum of Southeast Texas (AMSET), its officers, agents and employees and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees carried out under the terms of this agreement.

	IN WITNESS, WHEREOF City and	Museum have executed or caused to be
exe	cuted by their authorized officers or ag	ents this Agreement on the day of
	, 2015.	
CIT	Y OF BEAUMONT	ART MUSEUM OF SOUTHEAST TEXAS
Ву:	Kyle Hayes City Manager	By: Name: Title:
ATT	EST:	ATTEST:
Ву:	City Clerk	By:

BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing the settlement of the

lawsuit styled Erik Kvarme, et al v. The City of Beaumont, et al;

Cause No. D-179,887.

BACKGROUND

The lawsuit styled <u>Erik Kvarme</u>, et al v. The City of Beaumont, et al, Cause No. D-179,887, was presented and discussed in Executive Session held on September 15, 2015. The City Manager is requesting authority to settle this suit in the amount of \$135,000.

FUNDING SOURCE

General Liability Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, the lawsuit styled <u>Erik Kvarme</u>, et al v. The City of Beaumont, et al, Cause No. D-179,887, was discussed in Executive Session properly called and held Tuesday, September 15, 2015; and,

WHEREAS, the City Manager is requesting authority to settle this lawsuit;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be, and he is hereby, authorized to settle the lawsuit styled <u>Erik Kvarme</u>, et al v. The City of Beaumont, et al, Cause No. D-179,887, for the sum of One Hundred Thirty-Five Thousand and 00/100 Dollars (\$135,000.00; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the lawsuit.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

-	Mayor Becky A	mes -



BEAUMONT

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Bart Bartkowiak, Chief Technology Officer BB

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution approving the renewal of an annual

maintenance agreement for SunGard Public Sector software support in the amount of \$97,118.69 for use by all City Departments.

BACKGROUND

This purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to modify and maintain the software. The software maintenance agreement provides for unlimited telephone support and up to three (3) software updates during the annual term.

This agreement is for an annual period beginning October 1, 2015 and includes the following applications.

Software Application	Contract Amount
Building Codes and Permitting	\$5,107.59
Finance Cash Receipts	\$3,105.68
Finance Asset Management	\$2,943.36
Finance GMBA Accounting System	\$12,206.29
Finance Loans Module	\$2,488.87
Finance Accounts Receivable	\$4,317.65
Finance Purchasing	\$6,709.13
Finance Payroll	\$10,085.34
Imaging Interfaces	\$2,808.10
Click2GOV Citizen Web Portal	\$4,090.40

Municipal Court	\$9,457.71
Jury Management	\$2,402.30
Land Management	\$4,599.00
Occupational License	\$2,153.41
Document Management Services	\$2,089.44
Water Billing and Citizen Online Payments	\$11,654.42
Application Modifications	\$10,900.00
Total	\$97,118.69

FUNDING SOURCE

General Fund – Information Technology (66.79%), Municipal Court Technology Fund (18.59%), and Water Fund (14.62%).

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be, and he is hereby, authorized to pay an invoice in the amount of \$97,118.69 to SunGard Public Sector for the renewal of an annual maintenance agreement for software support beginning October 1, 2015.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

- Mayor Becky Ames -



BEAUMONT

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Laura Clark, Chief Financial Officer

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing a one year contract with

the Texas Energy Museum in the amount of \$95,000 for FY 2016.

BACKGROUND

The City is entitled to utilize revenues derived from the hotel-motel occupancy tax for historic preservation and the promotion of tourism. The Texas Energy Museum meets the above criteria by highlighting the history, along with current developments, of the oil industry in the Southeast Texas region.

FUNDING SOURCE

Hotel Occupancy Tax Fund.

RECOMMENDATION

Approval of the resolution.

TEXAS ENERGY MUSEUM QUARTERLY REPORT TO THE CITY OF BEAUMONT FOR THE PERIOD APRIL 1 TO JUNE 30, 2015

July 15, 2015

Attendance Statistics

	Jan - Mar	Apr – June	July – Sept	Oct - Dec	Year
Paid Visitors	609	559			
No Charge (Programs)	409	2,077			
TOTAL ACTIVITY	1,018	2,636			-

Tourism

During the second quarter 2015, visitors were recorded from the following states in addition to Texas: Alabama, Arizona, California, Colorado, District of Columbia, Florida, Georgia, Illinois, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Nebraska, New York, North Carolina, Oklahoma, Oregon, Pennsylvania, South Carolina, Virginia, West Virginia, and Wisconsin

Visitors were recorded from the following foreign countries: Brazil, Canada, Denmark, France, Germany, India, New Zealand, Norway, Sweden, Switzerland, and Venezuela.

Programs, Exhibitions & Projects

Blowout 2015, fund-raising gala featuring Dr. Ben Carson, was Thursday, April 9, with 1,037 attending.

Educational programs presented for Guess Elementary (Beaumont); Hamshire Fannett (Fannett); Harmony Academy (Beaumont); Hillcrest Elementary (Nederland); Energy Ventures Science Camp (Baytown); Circle K Childcare (Port Arthur).

Bubble Day presented for All Saints Episcopal School, May 12.

Bubble Day presented with Beaumont Public Library at Davis Community Center, June 18.

Presented Introduction to Petroleum tour program for Total Corporate Group, June 24.

Participated with Beaumont Rotary Club board; Rotary District Conference Committee; Beaumont Convention & Visitors Bureau advisory council; Edison Museum board; Edison Museum director search committee.

QUARTERLY REPORT ON USE OF HOTEL OCCUPANCY TAX FUNDS

Please use this form to report the quarterly activity of your organization as it relates to your contract with the City of Beaumont for the use of Hotel Occupancy Tax (HOT) funds.

Organization: Texas Energy Museum

Report for the quarter ending June 2015

Total number of visitors in the reported quarter: 2,636 Number of total visitors who were from out of town: 750

Number of total visitors who indicated they stayed in a Beaumont hotel: 200 room-nights *

Additional information is required for individual programs directly funded with HOT funds. Please copy and use the following page for each individual program that occurred in the reporting quarter.

Return completed report by the 20th of the month following the end of the quarter to:

Budget Officer City of Beaumont PO Box 3827 Beaumont, TX 77704-3827

Submitted by: D. Ryan Smith, Executive Director

^{*}This number is derived from a lobby register voluntarily signed by visitors. Due to privacy issues, many visitors do not wish to sign nor acknowledge that they are staying in a hotel. A new registration method was initiated in April 2013 that does not request visitor's names, but only city & state (or foreign country) of residence. Although the total is adjusted for multiple persons and multiple room nights, the reported number of room nights may be under-represented.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute a one-year contract, substantially in the form attached hereto as Exhibit "A," between the Texas Energy Museum and the City of Beaumont in the amount of \$95,000 for FY 2016.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

- Mayor Becky Ames -	

COUNTY OF JEFFERSON

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AGREEMENT

This agreement between the City of Beaumont, a municipal corporation, herein called "City", and the Texas Energy Museum, herein called "TEM", is as follows:

WITNESSETH:

WHEREAS, V.T.C.A., Tax Code Section 351.001 et.seq., authorizes the City to levy by ordinance, a hotel tax which may not exceed seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, V.T.C.A. Tax Code Section 351.101 (a)(5), authorizes the City to use a portion of the revenues derived from its hotel occupancy tax for historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums at or in the immediate vicinity of convention center facilities or located elsewhere in the municipality or its vicinity that would be frequented by tourists; and, for projects that directly enhance and promote tourism and convention activities.

WHEREAS, under the authority of V.T.C.A. Tax Code Section 351.101(a)(5), the City desires to provide financial assistance to TEM.

NOW, THEREFORE, the City and TEM agree as follows:

1. City agrees to pay to TEM the amount of Ninety-Five Thousand (\$95,000) Dollars. The payment provided for herein will be made quarterly in the amount of Twenty-Three Thousand Seven-Hundred (\$23,750) Dollars per quarter commencing October 1, 2015 from funds as available and collected from the hotel occupancy tax.

Any funds not expended by TEM will be retained by TEM to be reallocated for similar purposes by approval of City.

- 2. All expenditure of funds shall be reasonably related to the purposes established by V.T.C.A. Tax Code Section 351.101(a)(5).
- 3. The TEM is an independent contractor and is not an officer, agent or employee of the City.
- 4. In return for the payments provided for herein, TEM agrees to operate for the period October 1, 2015 to September 30, 2016.
- 5. The TEM shall submit quarterly reports in the format provided by the City reflecting the activities of TEM as they relate to this contract. The TEM shall submit such reports quarterly commencing January 15, 2016.
- 6. The City Manager of City or his designated representative shall, upon reasonable notice, have the right to inspect all books and records of the TEM.
- 7. Upon termination of this agreement or any extension thereof, unless it be renewed, the TEM shall deliver to the City all funds paid under this contract that it may have and all removable personal property that may have been purchased with funds derived from said tax.
- 8. Funding under this contract will require that should a seminar be held during the term of this contract designed to assure that expenditures of Hotel Occupancy Tax funds are made in compliance with the Act, a representative of TEM will attend the seminar.

9. TEM agrees to indemnify, save harmless, and defend the City of Beaumont from any and all claims, causes of action and damages of every kind arising from the operations of TEM, its officers, agents and employees, including the officers, agents, and employees involved in TEM operation and specifically including herein any and all acts of negligence by the City of Beaumont, its agents, officers or employees, carried out under the terms of this agreement. EXECUTED this the _____ day of _____, 2015. CITY OF BEAUMONT By: Kyle Haves City Manager ATTEST: By: City Clerk TEXAS ENERGY MUSEUM, INC. By: _____ Name: Title: ATTEST: By: Name: Title:



BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing the City Manager to execute an Earnest Money Contract for the sale of a vacant 1.104 acre strip of land between Smart Street and West Cedar Street.

BACKGROUND

On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by NAI Wheeler for an annual contract to provide real estate broker services to list and sell City-owned property.

NAI Wheeler has secured one (1) potential buyer that is interested in purchasing a vacant 1.104 acre strip of land between Smart Street and West Cedar Street. The vacant land is abandoned Railroad Right-of-Way located north of the Amtrak Station facility. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to execute the Earnest Money Contract with Dingo Realty, LLC with a cash offer in the amount of \$30,000.00.

Dingo Realty, LLC will deposit \$1,000.00 as earnest money to Texas Regional Title for a feasibility period of 30 days. If Dingo Realty, LLC terminates the earnest money contract, the earnest money will not be refunded to Dingo Realty, LLC. The date of closing will be seven (7) days after the expiration of the feasibility period.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Earnest Money Contract with Dingo Realty, LLC for the sale of a vacant 1.104 acre strip of land located between Smart Street and West Cedar Street. The contract is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

- Mayor Becky Ames -



TEXAS ASSOCIATION OF REALTORS® COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2014

1.	p	ARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees
		buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:
	Ö	eller. Otoy of bocomono
1		Address: 801 North Main Street, Beaumont, TX 77701
		Phone: E-mail:
		Fax: Other:
	В	uyer; Dingo Realty, LLC
		Addraga B.O. Box 12400 Regument TX 77726
		Phone: (409)839-4428
2.		ROPERTY:
	Α	. "Property" means that real property situated in
		(address) and that is legally described on the attached Exhibit A or as follows:
	В.	Seller will sell and convey the Property together with: (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and (3) Seller's interest in all licenses and permits related to the Property.
	(E (II	Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.) f mineral rights are to be reserved an appropriate addendum should be attached.)
3.	S	ALES PRICE:
	A.	At or before closing, Buyer will pay the following sales price for the Property:
		(1) Cash portion payable by Buyer at closing\$ 30,000.00
		(2) Sum of all financing described in Paragraph 4
		(3) Sales price (sum of 3A(1) and 3A(2)) \$ 30,000.00
(TA	R-1	802) 4-1-14 Initialed for Identification by Seller, and Buyer, Page 1 of 13
		eler, 470 Orleans Street, 12th Floor Beaumont, TX 77701 9-899-3300 Fax: 409-899-3301 Erica Goss 1.104 AC on W.
_		De her 2004 blaffere Sharel and 40070 Effect Michigan 49020. Was zinl and zone

Co	mme	ercial Con	tract - Unimpro	ved Property concer	ning	1.104 A	C on West Ceda	T
				es Price: (Check				
				•	ted based on a s	urvey.		
		(2) Th	e sales price	will be adjusted	based on the late	st surve y obta	ined under Paragr	aph 6B.
		Ò.	(i) square	rice is calculated foot of □ tota □ total area	on the basis of \$ I area	rea.	per:	
			means tota (i) public r (ii) rights-o Propert	l area less any ar badways; f-way and easer y; and	ea of the Property nents other than	within: those that di	rectly provide util	operty. "Net area
		니	(111)					
		(c)	may termin after the te variance is	ate this contract b minating party re less than the stat	by providing writte eceives the surve	n notice to the y. If neither pa le adjustment	e other party within arty terminates thi	s price, either party days s contract or if the will be made to the
1.	F	NANCII	VG: Buyer w	ill finance the por	tion of the sales p	orice under Pa	ragraph 3A(2) as f	ollows:
]	A.	This co	ontract: is <u>not</u> contir is continge	gent upon Buyer nt upon Buyer	obtaining third pa	arty financing. arty financing	in accordance	with the attached
ב	В.	Buyer	will assume	cordance with the the existing prof	e attached Comm nissory note secu	ercial Contractured by the Pro	t Financing Adder operty, which bala	ndum (TAR-1931), nce at closing will
ב	C,	Seller of the \$	Financing: attached	Commercial C	a promissory no ontract Financin	te and deed g Addendum	of trust to Seller (TAR-1931) in	under the terms the amount of
5.	E#	RNEST	MONEY:					
		with <u>Te</u> at <u>319</u> If Buye Seller's the ear	EXAS Region 5 Dowlen For fails to times other remeant money	al Title Compa d. Ste 108, Be ely deposit the e dies under Parag	any eaumont, TX arnest money, Se graph 15 by provi	_(address) MoJ ller may termi ding written no	Lly Mallet nate this contract office to Buyer befo	as earnest money (title company) (closer). or exercise any of re Buyer deposits
	B,	(i) _ (ii) _ Buver	will be in de	days after Buyer	s right to terminals to deposit the	te under Paraç additional amo	graph 7B expires; o	nis Paragraph 5B
			•		on by Seiler,		. /	•
ΓAF	3-180	02) 4-1-14	1 ir	itialed for Identification	on by Seller, .	and Buyer		Page 2 of 13

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1.104 AC on W.

Commercia	al Contract - Unimproved Property concerning	1.104 AC on West Cedar
C. E	Buyer may instruct the title company to deposit the federally insured financial institution and to credit any	earnest money in an interest-bearing account at a y interest to Buyer.
6. TITL	E POLICY AND SURVEY:	
A. <u>Ti</u>	itle Policy:	
(1	(a) those title exceptions permitted by this contract	n the amount of the sales price, dated at or after
X	The standard printed exception as to discrepanc lines, or any encroachments or protrusions, or any (a) will not be amended or deleted from the title po (b) will be amended to read "shortages in areas" a	v overlapping improvements; olicv.
(3)) Within days after the effective date, Seller (the commitment) including legible copies of recon authorizes the title company to deliver the commit address.	ded documents evidencing title exceptions. Seller
	rvey: Within 30 days after the effective date:	
. <i>////</i> □ (2)	Seller Seller Seller Seller Seller Seller Buyer will obtain a survey of the Property at Buyer Seller. The survey must be made in accordance standards, or (ii) Texas Society of Professional sunder the appropriate condition. Seller will reimburs amount) of the cost of the survey at closing, if closing with the Professional Survey Seller, at Seller's expense, will furnish Buyer a sunder the survey must be made in accordance with the: (ii) Texas Society of Professional Surveyors' stappropriate condition.	Surveyors' standards for a Category 1A survey se Buyer \$1,950.00 (inserting occurs. STAKES SO BUYER WILL KNOW WHERE HIS FERVE Y FEST Vey of the Property dated after the effective date. (i) ALTA/ACSM Land Title Survey standards or
; ; ;	Seller will deliver to Buyer and the title company survey of the Property along with an affidavit receisting survey. If the existing survey is not acceexpense, will obtain a new or updated survey acceptable survey to Buyer and the title company wexisting survey is not acceptable to the title compare 20 days if necessary for Seller to deliver an acceptable survey is not acceptable. (insert a at closing, if closing occurs.	quired by the title company for approval of the eptable to the title company, Seller, at Seller's ecceptable to the title company and deliver the rithin 20 days after Seller receives notice that the ny. The closing date will be extended daily up to
C. <u>Buy</u>	er's Objections to the Commitment and Survey:	
Į	Within 5 days after Buyer receives the comm	itment, copies of the documents evidencing the ay object in writing to matters disclosed in the

(TAR-1802) 4-1-14

Initialed for Identification by Seller ___

_ and Buyer_//_

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items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a

special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7.

7.		Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
-		
	В,	Feasibility Period: Buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)
	X	(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
		(2) Not later than 3 days after the effective date, Buyer must pay Seller \$
	С.	Inspections, Studies, or Assessments:
		(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
	1	 (2) Buyer must: (a) employ only trained and qualified inspectors and assessors; (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (c) abide by any reasonable entry rules or requirements of Seller; (d) not interfere with existing operations or occupants of the Property; and (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
(TAR-	-180	2) 4-1-14 Initialed for Identification by Seller, and Buyer, Page 4 of 13
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(3) Except for those matters that arise from the negligence of Seller or Seller's agents. Buver is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

(1)	Delivery of Property Information: Within <u>N/A</u> days after the effective date, Seller will deliver to Buyer: <i>(Check all that apply.)</i>
	(a) copies of all current leases pertaining to the Property, including any modifications, supplements
	or amendments to the leases;
П	 (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Selle will not pay in full on or before closing;
	 copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
	(d) copies property tax statements for the Property for the previous 2 calendar years;
	e) plats of the Property;
Ц	f) copies of current utility capacity letters from the Property's water and sewer service provider
П	g)
<u></u>	9/
(2)	Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 0 days after the termination date: (Check all that apply.)
П	a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in
	other than an electronic format and all copies that Buyer made of those items;
	b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Selle
_	delivered to Buyer or Buyer copied; and
Ш	c) deliver copies of all inspection and assessment reports related to the Property that Buyer
	completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.
	THO I CHAGINALL LEATH CONTINUATION OF THE SOURCE

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buver's written approval.

LEASES:

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A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;

(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;

(3) any advance sums paid by a tenant under any lease;

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Con	nmercial Contract - Unimproved Property concerning	1,104 AC on West Ced	lar
	(4) any concessions, bonuses, free rents, rebated any lease; and(5) any amounts payable under the leases that he for loan(s) assumed or taken subject to under	ave been assigned or encumbered	
E	3. Estoppel Certificates: Within N/A days after certificates signed not earlier than in the Property. The estoppel certificates must incompare from 1938 – Commercial Tenant Estoppe by a third party lender providing financing under additional information at least 10 days prior to estoppel certificates.	N/A by each tena clude the certifications contained in all Certificate and any additional in Paragraph 4 if the third party le	nt that leases space the current version formation requested ander requests such
9. E	BROKERS:		
Δ	. The brokers to this sale are:		
-			
•	Principal Broker: KenWheel, Inc. dba NAI		
	Wheeler		
	Agent: Lee Y. Wheeler, III		
	Address: 470 Orleans Street, 12th FL		
	Beaumont, TX 77701		
	Phone & Fax: (409) 899-3300 (409) 899-3301		
	E-mail: <u>LWheeler@NAIWheeler.com</u> License No.: <u>579943</u>	E-mail:	
	License No.: <u>579943</u>	License No.:	
	Principal Broker: <i>(Check only one box)</i> 図 represents Seller only. □ represents Buyer only. □ is an intermediary between Seller and Buyer.	Cooperating Broker represents I	Buyer.
В,	Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers on page	e 13 only if (1) is selected.)	
	(1) Seller will pay Principal Broker the fee spec between Principal Broker and Seller. Principal E in the Agreement Between Brokers found below	Broker will pay Cooperating Broke	r the fee specified
X	(2) At the closing of this sale, Seller will pay:		
	Principal Broker a total cash fee of: 図	Cooperating Broker a total ca	des price.
	The cash fees will be paid in	erson County, Texas ler's proceeds at closing.	Seller authorizes
	NOTICE: Chapter 62, Texas Property Code, au with a lien against the Property.	thorizes a broker to secure an ea	rned commission
C.	The parties may not amend this Paragraph 9 withou amendment.	1 /	's affected by the
(TAR-18	302) 4-1-14 Initialed for Identification by Seller	, and Buyer ///,	Page 6 of 13
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Commercial Contract - Unimproved Property concerning
10. CLOSING:
A. The date of the closing of the sale (closing date) will be on or before the later of: (1) 7 days after the expiration of the feasibility period. (specific date). (2) 7 days after objections made under Paragraph 6C have been cured or waived.
B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
 C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property: with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes; without any assumed loans in default; and with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
 D. At closing, Seller, at Seller's expense, will also deliver to Buyer: tax statements showing no delinquent taxes on the Property; an assignment of all leases to or on the Property; to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property; evidence that the person executing this contract is legally capable and authorized to bind Seller; an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
 E. At closing, Buyer will: pay the sales price in good funds acceptable to the title company; deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer; sign and send to each tenant in a lease for any part of the Property a written statement that: acknowledges Buyer has received and is responsible for the tenant's security deposit; and specifies the exact dollar amount of the security deposit; sign an assumption of all leases then in effect; and

- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Seller will obtain an appraisal of the Property at Seller's expense and deliver a copy of the appraisal to Buyer. Buyer will reimburse Seller \$1,400.00 of the cost of the appraisal at closing, if closing occurs.

13. SALES EXPENSES:

A. <u>Seller's Expenses</u>: Seller will pay for the following at or before closing:

(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;

(2) release of Seller's loan liability, if applicable;

(3) tax statements or certificates:

(4) preparation of the deed:

(5) one-half of any escrow fee;

(6) costs to record any documents to cure title objections that Seller must cure; and

(7) other expenses that Seller will pay under other provisions of this contract.

B. <u>Buyer's Expenses</u>: Buyer will pay for the following at or before closing:

(1) all loan expenses and fees:

(2) preparation of any deed of trust;

(3) recording fees for the deed and any deed of trust:

(4) premiums for flood insurance as may be required by Buyer's lender;

(5) one-half of any escrow fee;

(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be

prorated through the closing date.

(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This . Paragraph 14A(2) survives closing.

(3) If Buyer assumes a loan or is taking the Property subject to an existing lien. Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Selier by an appropriate

adjustment at closing.

- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental

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payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue: or (Check if applicable)
- enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both, as Buyer's
- 16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
 - B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to: (1) Seller and the sales price will be reduced by the same amount; or
 - (2) Buyer and the sales price will not be reduced.
- 17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

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00,		The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
	D.	If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.
	E.	Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
	F.	Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
•	G.	Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.
19.	MA	TERIAL FACTS: To the best of Seller's knowledge and belief: (Check only one box.)
	A.	Seller is not aware of any material defects to the Properly except as stated in the attached Commercial Property Condition Statement (TAR-1408).
ā		Except as otherwise provided in this contract, Seller is not aware of: (1) any subsurface: structures, pits, waste, springs, or improvements; (2) any pending or threatened litigation, condemnation, or assessment affecting the Property; (3) any environmental hazards or conditions that materially affect the Property; (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers; (5) whether radon, asbestos containing materials, urea formaldehyde foam insulation, lead based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature new exist or ever existed on the Property; (6) any wellands, as defined by federal or state law or regulation, on the Property; (7) any threatened or endangered species or their habitat on the Property; (8) any present or past infestation of wood destroying insects in the Property's improvements; (9) any condition on the Property that violates any law or ordinance.
		(Describe any exceptions to (1) (10) in Paragraph 12 or an addendum.)
	har par	TICES: All notices between the parties under this contract must be in writing and are effective when d-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the lies addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices are broker representing the party to whom the notices are sent.
	А. В.	Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
4	rela	PUTE RESOLUTION: The parties agree to negetiate in good faith in an effort to resolve any dispute- ted to this contract that may arise. If the dispute cannot be resolved by negetiation, the parties will mit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of
		4 :

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Cor	nmercial Contract - Unimproved Property concerning
	a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22.	AGREEMENT OF THE PARTIES:
	A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
	B. This contract contains the entire agreement of the parties and may not be changed except in writing.
	C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
)] { ((D. Addenda which are part of this contract are: (Check all that apply.) (1) Property Description Exhibit identified in Paragraph 2; (2) Commercial Contract Financing Addendum (TAR-1931); (3) Commercial Property Condition Statement (TAR-1408); (4) Commercial Contract Addendum for Special Provisions (TAR-1940); (5) Notice to Purchaser of Real Property in a Water District (MUD); (6) Addendum for Coastal Area Property (TAR-1915); (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916); (8) Information About Brokerage Services (TAR-2501); and
	(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)
E	Buyer ☐ may ☒ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.
þ	IME: Time is of the essence in this contract. The parties require strict compliance with the times for erformance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or gal holiday, the time for performance is extended until the end of the next day which is not a Saturday, unday, or legal holiday.
24. E th	FFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is e date the title company receipts this contract after all parties execute this contract.
25. A	DDITIONAL NOTICES:
A	Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
B.	If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
C.	Notice Required by §13.257, Water Code: "The real property, described below, that you are about to

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purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can

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necessary to provide water or sewer ser- property is in a certificated area and conta will be required to pay and the period, if ar property. The undersigned purchaser herel the execution of a binding contract for the	ay be a period required to construct lines or other facilities vice to your property. You are advised to determine if the act the utility service provider to determine the cost that you my, that is required to provide water or sewer service to your by acknowledges receipt of the foregoing notice at or before purchase of the real property described in the notice or at ne real property is described in Paragraph 2 of this contract.
D. If the Property adjoins or shares a common state, §33.135 of the Texas Natural Resour to be included as part of this contract.	boundary with the tidally influenced submerged lands of the rces Code requires a notice regarding coastal area property
E. If the Property is located seaward of the Gu Code, requires a notice regarding the seav contract.	If Intracoastal Waterway, §61.025, Texas Natural Resources ward location of the Property to be included as part of this
by the municipality. Each municipality ma	of a municipality, the Property may now or later be included municipality and may now or later be subject to annexation aintains a map that depicts its boundaries and ETJ. To municipality's ETJ, Buyer should contact all municipalities rty for further information.
Buyer should seek experts to perform su ordinances and other applicable laws to de	by inspections, surveys, engineering studies, environmental compliance with zoning, governmental regulations, or laws, uch services. Buyer should review local building codes, etermine their effect on the Property. Selection of experts, by of Buyer and not the brokers. Brokers are not qualified to see.
26. CONTRACT AS OFFER: The execution of this the Property. Unless the other party accepts the located, on, the or	contract by the first party constitutes an offer to buy or sell offer by 5:00 p.m., in the time zone in which the Property is fer will lapse and become null and void.
READ THIS CONTRACT CAREFULLY. The recommendation as to the legal sufficiency, transaction. CONSULT your attorney BEFORE	e brokers and agents make no representation or legal effect, or tax consequences of this document or signing.
Seller: City of Beaumont	Buyer: Dingo Realty, LLC
By: <u>Kyle Hayes</u>	By: Mark Fertitta M.
By (signature): Printed Name: Kyle Hayes Tille: City Manager	By (signature): Mark Fertitta Title:

By (signature):

Printed Name: _____

Title:

Ву: _

Title:

By (signature):

Printed Name: _____

	ETWEEN BROKERS agraph 9B(1) is effective)
Principal Broker agrees to pay fee when the Principal Broker's fee is received. The \[\sum_{\text{\tin\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\tex{	(Cooperating Broker) a fee to be paid to Cooperating Broker will be:
The title company is authorized and directed to pay This Agreement Between Brokers supersedes any brokers.	Cooperating Broker from Principal Broker's fee at closing. prior offers and agreements for compensation between
Principal Broker:	Cooperating Broker:
By:	By:
ATT	ORNEYS
Seller's attorney:	Buyer's attorney:
Address:	Address:
Phone & Fax:	Phone & Fax:
E-mail:	E-mail:
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller. Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: I the title company sends to Buyer. I Seller sends to Buyer.
ESCRO'	W RECEIPT
The title company acknowledges receipt of: A. the contract on this day B. earnest money in the amount of \$ on	(effective date); in the form of
Title company:	Address:
Ву:	Phone & Fax:
Accionad file number (GEff):	F-mail:



LAND SURVEYORS, INC.

Texas Board of Professional Land Surveying Firm Registration No. 10105600

July 2, 2015

Surveyor's Field Note Description:

BEING a 1.104 acre (48,103.84 square feet) tract of land out of and a part of that certain Beaumont, Sour Lake & Western Railway Company called 1.405 acre tract of land, more fully described and recorded in Volume 95, Page 4, Deed Records of Jefferson County, Texas. Said 1.104 acre tract of land being situated in the Noah Tevis Survey, Abstract 52, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a chain link fence corner post found at the Northwest corner of the herein described tract of land and 1.405 acre tract, same being the Southwest corner of that certain Beaumont, Sour Lake & Western Railway Company called 0.97 acre tract of land, more fully described and recorded in Volume 95, Page 13 of said Deed Records and same being the Southeast corner of that certain Houma Dollar Partners, L.L.C. called 1.445 acre tract of land, more fully described and recorded in Clerk's File No. 2009004839 of the Official Public Records of Jefferson County;

THENCE North 87 deg. 22 min. 33 sec. East along and with the North line of the herein described tract and 1.405 acre tract, same being the South line of the 0.97 acre tract, a distance of 156.44 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for the Northeast corner of the herein described tract and 1.405 acre tract, same being the Southeast corner of the 0.97 acre tract, same being the Southwest corner of that certain Beaumont Independent School District called 6.996 acre tract of land, more fully described and recorded in Volume 631, Page 178 of said Deed Records and same being the Northwest corner of that certain Beaumont Independent School District called 2.832 acre tract of land, more fully described and recorded in Volume 631, Page 177 of said Deed Records and being the beginning of a non-tangent curve;

THENCE in a Southeasterly direction along and with the East line of the herein described tract and 1.405 acre tract, same being the West line of said 2,832 acre tract and said non-tangent curve to the left, having a delta angle of 12 deg. 59 min. 22 sec., a radius distance of 1513.30 feet, a chord bearing of South 65 deg. 00 min. 17 sec. East, a chord distance of 342.34 feet and an arc distance of 343.08 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for corner:

THENCE South 78 deg. 41 min. 13 sec. East continuing along and with the East line of the herein described tract and 1.405 acre tract, same being the West line of said 2.882 acre tract, a distance of 94.79 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found for corner;

THENCE South 89 deg. 21 min. 13 sec. East continuing along and with the East line of the herein described tract and 1.405 acre tract, same being the West line of said 2.832 acre tract, a distance of 126.49 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner in the North line of an existing T. & N. O. RR. right-of-way;

THENCE South 78 deg. 48 min. 25 sec. West along and with the North line of said existing T. & N. O. RR. right-of-way, same being the South line of the herein described tract, a distance of

Corporate Office: 1480 Cornerstone Court Beaumont, Texas 77706 Tel: 409,866,9769 Fax: 409,866,7075, www.wortech.com,

City of Beaumont July 2, 2016 Page 2



302.64 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set at the Southwest corner of the herein described tract and 1,405 acre tract, same being the Southeast corner of that certain Beaumont, Sour Lake & Western Railway Company called 2,62 acre tract of land, more fully described and recorded in Volume 240, Page 212 of said Deed Records and being at the beginning of a non-tangent curve;

THENCE in a Northwesterly direction along and with the West line of the herein described tract and 1.405 acre tract, same being the East line of said 2.62 acre tract and said nontangent curve to the right, having a delta angle of 13 deg. 08 min. 56 sec., a radius distance of 1613.30 feet, a chord bearing of North 63 deg. 12 min. 15 sec. West, a chord distance of 369.42 feet and an arc distance of 370.24 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner and being the beginning of another non-tangent curve;

THENCE in a Northwesterly direction continuing along and with the West line of the herein described tract and 1.405 acre tract, same being the East line of said 2.62 acre tract and said non-tangent curve to the right, having a delta angle of 3 deg. 35 min. 08 sec., a radius distance of 1237.39 feet, a chord bearing of North 50 deg. 02 min. 52 sec. West, a chord distance of 77.42 feet and an arc distance of 77.44 feet to the PLACE OF BEGINNING, containing 1.104 acre (48,103.84 square feet) of land, more or loss,

(This description is based upon a survey made on the ground under my direct supervision on July 1, 2015 and is being submitted along with a survey plat showing the property and facts found as described herein. All bearings are based upon the Texas Coordinate System of 1983, South Central Zone '4204' (US Survey foot). All distances and acreages are surface with a combined adjustment factor of 1,00007 applied.)

Registered Professional Land Surveyor

Seller

Buyer



Approved by the Texas Real Estate Commission for Voluntary Use

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

- shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant

Dingo Realty, LLC

Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701 Phone: 409-899-3300

Fax: 409-899-3301

Erica Goss

1.104 AC on W.



Approved by the Texas Real Estate Commission for Voluntary Use Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

Information About Brokerage Services

efore working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

IF THE BROKER REPRESENTS THE OWNER:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written - listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from the listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

IF THE BROKER REPRESENTS THE BUYER:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

IF THE BROKER ACTS AS AN INTERMEDIARY:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an

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- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties' consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real estate licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Buyer, Seller, Landlord or Tenant City of Beaumont

Date

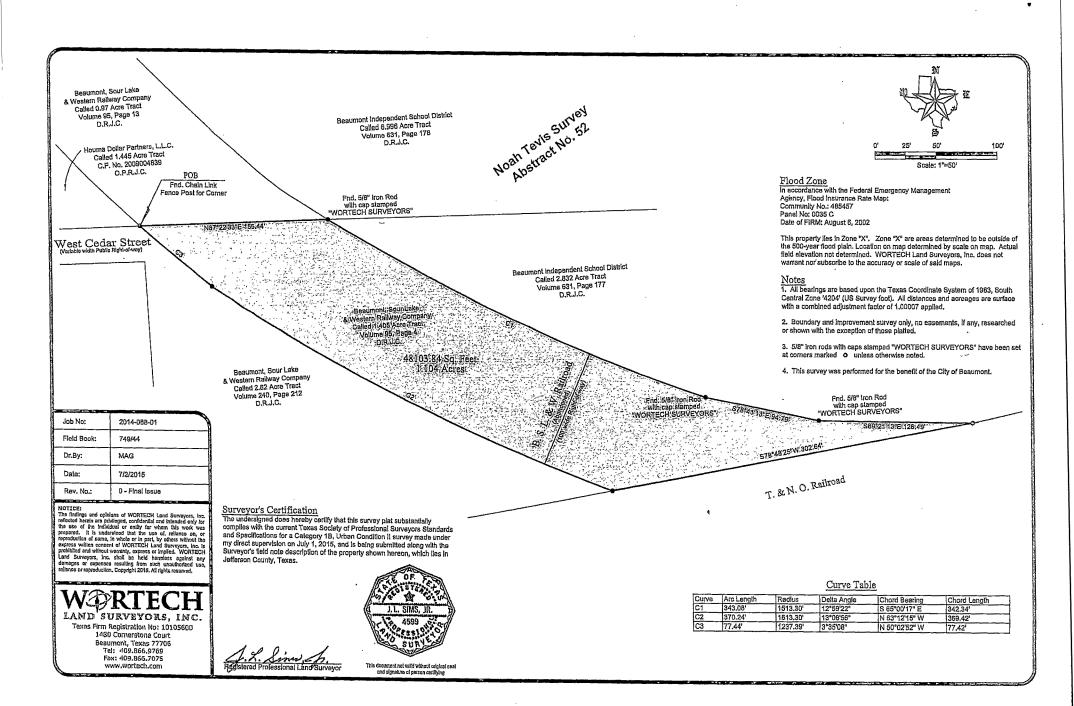
Texas Real Estate Brokers and Salespersons are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at P.O. Box 12188, Austin, Texas 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

(TAR-2501) 10-10-11

TREC No. OP-K

NAI Wheeler, 470 Orleans Street, 12th Floor Beaumont, TX 77701 Phone: 409-899-3300

Erica Goss Fax: 409-899-3301



BEAUMONT

TO:

City Council

FROM:

Kyle Hayes, City Manager

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution nominating C. L. Sherman to the

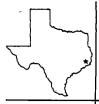
Board of Directors of the Jefferson County Appraisal District.

BACKGROUND

C. L. Sherman is currently a Member of the Board of the Jefferson County Appraisal District. The City of Beaumont has nominated and subsequently cast its allocated number of votes for Mr. Sherman for many years. The terms of the current Board members expire on December 31, 2015. Nominations to the Board are due to be turned in to the Appraisal District by October 15, 2015. After nominations are submitted, a ballot will be mailed out by the Appraisal District to the eligible governmental entities. Mr. Sherman would like to continue his service on the Board. A letter from Angela Bellard, Chief Appraiser, is attached for your review.

RECOMMENDATION

Approval of the resolution.



Jefferson County Appraisal District

P. O. Box 21337 Beaumont, Texas 77720-1337 4610 S. Fourth St. Beaumont, Texas 77705

(409) 840-9944 (409) 727-4611 Fax (409) 727-5621

CHIEF APPRAISER Angela Bellard, RPA, RES

August 25, 2015

MEMBERS OF THE BOARD

Miriam K. Johnson, Chairperson Dr. Louis Reed, Jr., Secretary Allison Nathan Getz Eugene Landry Charles Lankford C. L. Sherman

Mrs. Becky Ames Mayor City of Beaumont P O Box 3827 Beaumont TX 77704

Dear Mayor Ames:

In accordance with Section 6.03(e) of the Property Tax Code, attached please find the voting entitlement for each taxing unit that is entitled to vote for the Board of Directors.

The terms of the current Board members expire on December 31, 2015. If your entity would like to submit nominations for the Board of Directors, you must do so by resolution adopted by your governing body and filed with me prior to October 15. Before October 30 I will submit to each entity entitled to vote a ballot listing all of the nominees. Each entity will then cast its votes, again by resolution adopted by the governing body, and submit the resolution to me before December 15.

The conservation and reclamation districts nominated Allison Nathan Getz for the 2016 - 2017 term of office. Mrs. Getz's name will be placed on the ballot along with the names of the nominees submitted by the County, cities, and school districts. In the main election, the nominee who receives the majority of the votes cast by the conservation and reclamation districts will receive all of the votes cast by the special districts.

I have enclosed a copy of the calendar of events for the election of the Board of Directors. Please be aware that due to legislation, extensions for submitting your nominees and casting your votes cannot be granted.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Angela Bellard, RPA, RES

Chief Appraiser

pjb

Enclosures

Mr. Kyle Hayes, City Manager

JEFFERSON COUNTY APPRAISAL DISTRICT

Voting Allocation for 2016 - 2017 Board of Directors Based on 2014 Tax Levies

		% of Total	
•	2014 Tax Levy	Tax Levy	# of Votes
Drainage District #6	\$19,231,418.64	3.62%	181
Drainage District #7	\$18,618,106.97	3.50%	175
Navigation and Waterways Dist	\$20,178,355.38	3.80%	190
Port of Beaumont	\$6,009,664.91	1.13%	56
Port of Port Arthur	\$13,756,070.64	2.59%	129
Port of Sabine Pass	\$544,328.59	0.10%	5
Trinity Bay Conservation Dist	\$29,377.30	0.01%	1
WCID #10	\$614,533.35	0.12%	6
SUBTOTAL C & R DISTRICTS:	\$78,981,855.78	14.86%	743
Jefferson County	\$91,991,712.87	17.31%	866
Beaumont ISD	\$128,754,973.92	24.23%	1,212
Hamshire-Fannett ISD	\$9,443,496.98	1.78%	89
Hardin Jefferson ISD	\$5,792,609.21	1.09%	54
Nederland ISD	\$24,349,362.19	4.58%	229
Port Arthur ISD	\$67,310,730.38	12.67%	633
Port Neches-Groves ISD	\$35,030,643.27	6.59%	330
Sabine Pass ISD	\$8,389,626.15	1.58%	79
City of Beaumont	\$47,518,548.86	8.94%	. 447
City of Bevil Oaks	\$114,596.17	0.02%	1
City of Groves	\$4,876,381.31	0.92%	46
City of Nederland	\$5,866,119.40	1.10%	55
City of Port Arthur	\$17,018,091.82	3.20%	160
City of Port Neches	\$5,912,561.00	1.11%	56
SUBTOTALS:	\$452,369,453.53	85.14%	4,257
TOTALS:	\$531,351,309.31	100.00%	5,000

ELECTION OF BOARD OF DIRECTORS

Calendar of Events as Revised by HB 2043

Before October 1	Chief Appraiser calculates votes each entity is entitled to and delivers written notice to each taxing entity (with exception of conservation and reclamation districts).
Before October 15	By resolution adopted by the governing body, each entity submits nomination to the Chief Appraiser (with exception of conservation and reclamation districts). An entity may submit a nomination for each of the five positions on the Board.
Before October 30	Chief Appraiser prepares a ballot of candidates whose names were timely submitted and delivers a copy to the presiding officer of each entity entitled to vote.
Before December 15	Each entity determines its vote by resolution and submits it to the Chief Appraiser. An entity may cast all its votes for one candidate or distribute them among candidates.
Before December 31	Chief Appraiser counts the votes, declares the five candidates who receive the largest vote totals as the winners, and submits the results to the taxing entities and the candidates

Should any deadline fall on a weekend or holiday, the deadline is extended to the next regular business day.

Revisions to Section 6.03 of the Property Tax Code no longer allow the Chief Appraiser to grant an extension for submitting nominees or casting votes.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby casts all of its votes for C. L. Sherman to the Board of Directors of the Jefferson County Appraisal District.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015

- Mayor Becky Ames -	



BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Bart Bartkowiak, Chief Technology Officer BB

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing the City Manager to enter

into an amended Interlocal Agreement with the Texas Department

of Public Safety related to the 800 MHz radio system.

BACKGROUND

The 800 MHz radio system consists of software and hardware for four simulcast tower sites in Jefferson County, two repeater tower sites in Hardin County, and one repeater tower site in Orange County hereinafter called "South East Texas Regional Radio System (SETRRS).

Since 2008 we have expanded the simulcast system in Jefferson County from eleven (11) to twenty-one (21) channels, added two repeater tower sites in Hardin County and one repeater tower site in Orange County through expansion of our agreement by including the cities of Groves, Nederland, Port Arthur, Port Neches, Hardin County and the City of Orange. We have also reduced the per radio maintenance costs and improved regional interoperability by adding the Port of Beaumont, Lamar University's Police Department, Acadian Ambulance and many other agencies to the system.

Orange County and the Texas Department of Public Safety have requested to join the SETRRS. They have determined that a unified and integrated radio communications system would improve the ability of public safety and public service agencies to communicate and cooperate with each other. Orange County has agreed to provide a suitable tower site including tower, equipment building, generator backup, utilities, and a T-1 circuit to connect the additional tower site to the master site in Beaumont. The Texas Department of Public Safety has agreed to provide six (6) additional compatible frequencies, communications equipment, installation, and integration including microwave backup for the tower site. The additional tower site will enhance the overall communication capabilities of the SETRRS.

Council approved Resolution 15-103 on June 9, 2015. However, the Texas Department of Public Safety requested some modifications to that amendment. This amendment replaces in its entirety the one passed on June 9, 2015.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

Amendment Interlocal Agreement South East Texas Regional Radio System

THIS AMENDMENT TO THIS AGREEMENT is made by and between the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, Orange County, and the Texas Department of Public Safety, referred to herein as "the Parties," which are authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.

WHEREAS, Orange County and the Texas Department of Public Safety have determined that a unified and integrated radio communications system would improve the ability of public safety and public service agencies to communicate and cooperate with each other, and

WHEREAS, the Texas Department of Public Safety owns 700/800 MHz trunked radio communications system equipment consisting of software, communications equipment infrastructure, project management and warranty further identified by the equipment list attached and incorporated herein for all purposes as Exhibit A – DPS Equipment List, and

WHEREAS, the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, initially entered and currently operate a joint 800 MHz trunked radio communications system, hereinafter called "South East Texas Regional Radio System" (SETRRS), under an interlocal agreement executed on May 1, 2008, referred to herein as "this Agreement," outlining ownership, management, maintenance, guidelines for additional membership, purchasing of additional equipment and operation of the system using assets and resources belonging to each party, and

WHEREAS, Orange County and the Texas Department of Public Safety have determined that sharing resources is the most efficient use of funding and equipment for public safety radio communications and wish to become a Stakeholder Agency of the current system, and

NOW, THEREFORE, the Parties hereby agree as follows:

- A. The City of Vidor shall insure all radio equipment housed at Vidor Police Department, 695 East Railroad Street Vidor, Texas 77662-5805.
- B. Orange County shall provide a suitable tower site including tower, equipment building, generator backup, utilities, and a T-1 circuit to connect the additional tower site to the master site in Beaumont.

- C. The Texas Department of Public Safety shall supply the tower site provided by Orange County, with six (6) additional compatible frequencies, communications equipment, installation, and integration including microwave backup for the purpose of enhancing the communication capabilities of the SETRRS; thereby reducing coverage gaps identified in the western part of Orange County and becoming a fully integrated part of the SETRRS supporting Texas Department of Public Safety users and current/future users of the SETRRS.
- D. The Texas Department of Public Safety shall retain ownership of said equipment and provide continued support and maintenance of the equipment for the greater of ten (10) years or the useable life of the equipment; thereby offsetting Texas Department of Public Safety's payment of normal annual system user fees due by each agency on the SETRRS. The Texas Department of Public Safety is allotted 5 (five) Daily Driver Talkgroups with no restrictions in area of operations or sites and will receive 3 (three) Advanced System Keys (ASK's) with 1 (one) "UNLIMITED" for Austin Programmer. The Texas Department of Public Safety shall become a Stakeholder and user of the SETRRS and provide a primary contact -Project Manager- to represent Texas Department of Public Safety interests on the system. The Texas Department of Public Safety will not pay any fees associated with its participation under this Agreement, specifically those provided for in Article 9, Additional Governmental Agency Requirement for Membership of the System, and Article 10, System Cost Sharing.
- E. This Amendment represents the entire agreement between the Parties concerning the subject matter of this Amendment and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations, and negotiations regarding this matter.
- F. Except as expressly provided herein, all other provisions of this Agreement and prior Amendments remain unchanged and are in full force and effect and are ratified and affirmed by the Parties.
- G. If there is a conflict between this Agreement and any prior Amendments, then the following will control in this order of priority:
 - 1. This Amendment;
 - 2. Amendment dated March 27, 2012; and
 - 3. Agreement dated May 1, 2008.
- H. This Amendment will be effective as of the date of the last Party to sign.

NOW, THEREFORE, upon the mutual covenants, conditions and promises contained herein, this Agreement is hereby amended by the undersigned upon the terms and conditions stated herein and the premises herein above recited, approved and adopted by the undersigned signatories, who represent and warrant that they have full authority to enter into this Amendment on behalf of the respective Parties. This Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the Parties.

The terms and conditions of this Amendment are hereby approved and adopted this the
day of 2015.
TEXAS DEPARTMENT OF PUBLIC SAFETY
Signature
Skylor Hearn, Assistant Director, Law Enforcement Support Name & Title
Date

The terms and conditions of this Ame	endment are hereby	approved and	adopted this the
day of	2015.		
CITY OF ORANGE, TEXAS			
Signature		_	
Name & Title			
Date		_	

The terms and conditions of this Am	lendment are hereby approved and adopted this the
day of	2015.
CITY OF BEAUMONT, TEXAS	
Signature	
Name & Title	<u>.</u>
Date	

The terms and conditions of this Ame	indment are hereby approved a	nd adopted this the
day of	2015.	
JEFFERSON COUNTY, TEXAS		
Signature		
Name & Title		
Date		

The terms and conditions of this Amen	diment are nereby approved and adopted this the
day of	_2015.
HARDIN COUNTY, TEXAS	
Signature	
Name & Title	
Date	

The terms and conditions of this Amend	dment are hereby approved and adopted this	the
day of	_2015.	
CITY OF NEDERLAND, TEXAS		
Signature	· 	
Name & Title		
Date		

The terms and conditions of this Amen	dment are hereby approved and adopted this the
day of	_2015.
CITY OF PORT ARTHUR, TEXAS	
Signature	
Name & Title	
Date	

The terms and conditions of this Amen	dment are hereby	approved and adopted this the
day of	_ 2015.	
CITY OF PORT NECHES, TEXAS		
Signature		_
Name & Title		_
Date		_

The terms and conditions of this A	Amendment are her	reby approved and	adopted this the
day of	2015.		
CITY OF GROVES, TEXAS			
Signature			
Name & Title			
Date			

The terms and conditions of this Ame	endment are nereby	approved and ado	ptea this the
day of	2015.		
ORANGE COUNTY, TEXAS			
Signature		-	
Name & Title		-	
Date		-	

EXHIBIT A – DPS EQUIPMENT LIST

¹ Model Description

SQM01SUM0239 MASTER SITE CONFIG UPGRADE

CA00996AK NM/ZC LICENSE KEY 7.13
CA00997AK UCS LICENSE KEY 7.13

CA02106AA ASTRO 25 FDMA VOICE SITE

SQM01SUM7054 GTR 8000 EXPANDABLE SITE SUBSYSTEM

CA01706AA ADD: ADD: GGM 8000 GATEWAY

CA00855AA ADD: 700/800 MHZ

X303AE ADD: QTY (3) GTR 8000 BASE RADIOS
X591AE ENH: ASTRO 25 SITE REPEATER SW
CA00861AA ADD: CABINET RMC W/ CAPABILITY OF 6

CA00879AA ADD: PRIMARY 6 PORT CAVITY COMBINER

CA00882AA ADD: 700 MHZ TX FILTER W/PMU CA00303AA ADD: QTY (1) SITE CONTROLLER

CA02219AA ASTRO 25 SITE REPEATER SITE CONTROL

CA01402AA ADD: 7.0 FT OPEN RACK

SQM01SUM7054 GTR 8000 EXPANDABLE SITE SUBSYSTEM

CA01706AA ADD: ADD: GGM 8000 GATEWAY

CA00855AA ADD: 700/800 MHZ

X303AE ADD: QTY (3) GTR 8000 BASE RADIOS
X591AE ENH: ASTRO 25 SITE REPEATER SW
CA00861AA ADD: CABINET RMC W/ CAPABILITY OF 6
CA00879AA ADD: PRIMARY 6 PORT CAVITY COMBINER

CA00882AA ADD: 700 MHZ TX FILTER W/PMU CA00303AA ADD: QTY (1) SITE CONTROLLER

CA02219AA ASTRO 25 SITE REPEATER SITE CONTROL

CA01402AA ADD: 7.0 FT OPEN RACK

DSSC412HF2LDFE5765 COLLINEAR OMNI, 11.5DBD HD NULL FIL
DSCLAMP006C SINGLE CLAMP FOR SC281/SC381ANTENNA

 L1705
 LDF4-50A CABLE: 1/2" LDF HELIAX PO

 DDN1090
 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2

 DDN1091
 L4TDF-PSA 7-16 DIN FEMALE PS FOR 1/

 TDN9289
 221213 CABLE WRAP WEATHERPROOFING

 L3599
 AVA6-50 CABLE: 1-1/4" AVA6-50, COAX

 DDN9872
 AL6DM-PSA 7-16 DIN MALE PS FOR 1-1/

 DSSG11406B2A
 SG114-06B2A 1-1/4" SURE GROUND GROU

DSL6SGRIP

L6SGRIP 1-1/4" SUPPORT HOIST GRIP

TDN7519

42396A-1 1-1/4" CABLE HANGER KIT ST

DSTSXDFFBF

RF SPD, 698-2700MHZ DC BLOCK HIGH P

DSGSAKITD GROUND STRAP KIT - DIN

L1705 LDF4-50A CABLE: 1/2" LDF HELIAX PO

Page 13 of 14

DDN1088

L4TNM-PSA TYPE N MALE PS FOR 1/2 IN
DDN1090

L4TDM-PSA 7-16 DIN MALE PS FOR 1/2
DDN9743

TK-TW TORQUE WRENCH KIT FOR 7-16 DI
DSSC412HF2LDFE5765

COLLINEAR OMNI, 11.5DBD HD NULL FIL
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SINGLE CLAMP FOR SC281/SC381ANTENNA
L1705

LDF4-50A CABLE: 1/2" LDF HELIAX PO

 L1705
 LDF4-50A CABLE: 1/2" LDF HELIAX PO

 DDN1088
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 L4TDM-PSA 7-16 DIN MALE PS FOR 1/2

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 221213 CABLE WRAP WEATHERPROOFING

 L1705
 LDF4-50A CABLE: 1/2" LDF HELIAX PO

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 DS428D83I01T
 TTA, MINI AUTO QUAD, 796-824 MHZ, S

 L3617
 AVA5-50FX 7/8IN HELIAX VIRTUAL AIR

DDN1079 78EZNF-M N FEMALE MOT CONNECTOR (MO DSSG7806B2A SG78-06B2A GROUNDING KIT FOR 7/8 IN

DSL5SGRIP L5SGRIP 7/8" SUPPORT HOIST GRIP
MDN6817 42396A-5 7/8" CABLE HANGER STAINLE
L1705 LDF4-50A CABLE: 1/2" LDF HELIAX PO

RESOLUTION NO. 15-103

WHEREAS, the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, initially entered and currently operate a joint 800 MHz trunked radio communications system, hereinafter called "South East Texas Regional Radio System (SETRRS), under agreement outlining ownership, management, maintenance, guidelines for additional membership, purchasing of additional equipment and operation of the system using assets and resources belonging to each party; and,

WHEREAS, Orange County and the Texas Department of Public Safety have determined that a unified and integrated radio communications system would improve the ability of public safety and public service agencies to communicate and cooperate with each other; and,

WHEREAS, Orange County and the Texas Department of Public Safety have determined that sharing resources is the most efficient use of funding and equipment for public safety radio communications and seek to become Stakeholder Agencies in the current SETRRS radio communications system;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute an Amendment to the Interlocal Agreement between the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas and Orange County and the Texas Department of Public Safety for the management and operation of the 800 MHz radio system. The Amendment is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of June, 2015.



Mayor Becky Ames -

Amendment Interlocal Agreement South East Texas Regional Radio System

THIS AGREEMENT is made by and between the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, Orange County, and the Texas Department of Public Safety authorized to enter into interlocal agreements in accordance with Chapter 791 of the Government Code of the State of Texas.

WHEREAS, Orange County and the Texas Department of Public Safety have determined that a unified and integrated radio communications system would improve the ability of public safety and public service agencies to communicate and cooperate with each other, and

WHEREAS, the Texas Department of Public Safety owns 700/800 MHz trunked radio communications system equipment consisting of software, communications equipment infrastructure, project management and warranty further identified by the equipment list attached and incorporated herein for all purposes, and

WHEREAS, the City of Beaumont, Texas, Jefferson County, the City of Port Arthur, City of Nederland, City of Groves, City of Port Neches, Texas, municipal corporations of Jefferson County, Hardin County, the City of Orange, a municipal corporation of Orange County, Texas, initially entered and currently operate a joint 800 MHz trunked radio communications system, hereinafter called "South East Texas Regional Radio System (SETRRS), under agreement outlining ownership, management, maintenance, guidelines for additional membership, purchasing of additional equipment and operation of the system using assets and resources belonging to each party, and

WHEREAS, Orange County and the Texas Department of Public Safety have determined that sharing resources is the most efficient use of funding and equipment for public safety radio communications and wish to become a Stakeholder Agency of the current system, and

WHEREAS, the City of Beaumont has agreed to insure all radio equipment housed at 610 Marina Drive, Beaumont Texas, 77703, and

WHEREAS, Orange County has agreed to provide a suitable tower site including tower, equipment building, generator backup, utilities, and a T-1 circuit to connect the additional tower site to the master site in Beaumont, and

WHEREAS, the Texas Department of Public Safety has agreed to provide for the tower site, six (6) additional compatible frequencies, communications equipment, installation, and integration including microwave backup for the purpose of enhancing the communication capabilities of the SETRRS; thereby reducing coverage gaps identified in the western part of Orange County and becoming a fully integrated part of the SETRRS supporting Texas Department of Public Safety users and current/future users of the SETRRS, and

WHEREAS, the Texas Department of Public Safety shall retain ownership of said equipment and provide continued support and maintenance of the equipment for the greater of 10 years or the useable life of the equipment; thereby offsetting Texas Department of Public Safety's payment of normal annual system user fees due by each agency on the SETRRS. Texas Department of Public Safety shall become a Stakeholder and user of the SETRRS and provide a primary contact "Project Manager- to represent Texas Department of Public Safety interests on the system, and

NOW, THEREFORE, upon the mutual covenants, conditions and	promises
contained herein, the foregoing Interlocal Agreement executed on the 27th	day of March,
2012, is hereby amended by the undersigned upon the terms and conditions	stated herein
and the premises herein above recited, approved and adopted on this the	day of
, 2015.	

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The terms and co	anditions of	the foregoing	Interlocal Agreem	ent are hereby app	roved and adopted
this the	_ day of	· · · · · · · · · · · · · · · · · · ·	2015,		
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CITY OF ORANGE	, TEXAS				
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Title:					. •

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The terms and condi	tions of the foregoing I	nterlocal Agreem	ent are hereby appr	roved and adop	ted
this the da	y of	2015.			
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HARDIN COUNTY, TE	/A5				
THAIDIR COOKER, IC.	'				
Ву:					
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this the	day of	2015.		
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CITY OF PORT N	ECHES, TEXAS			
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Ву:				

The terms and conditions of the foregoing Inter	docal Agreement are hereby approved and adopted
this the day of	_2015.
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·	•
JEFFERSON COUNTY, TEXAS	
Ву:	
Title:	

this the	day of	2015.	
CITY OF PORT	ARTHUR, TEXAS		
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The terms and conditions of the foregoing I	Interlocal Agreement are hereby approved and adopted
this the day of	2015.
CITY OF BEAUMONT, TEXAS	
Ву:	
Title:	

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The terms and conditions of the foregoing	Interlocal Agreement are hereby approved and adopted
this the day of	2015.
	,
CITY OF NEDERLAND, TEXAS	
ву:	
Title:	

The terms and conditi	ons of the foregoing Inter	local Agreement are	hereby approv	ed and adopted
this theda	y of	2015.		-
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ORÂNGE COUNTY, TEX	(AS			
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CITY OF GROVES, TEXAS	
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REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS OCTOBER 13, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition Receive a report from the Texas Energy Museum Receive a report from the Art Museum of Southeast Texas
- * Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

- 1. Consider a resolution authorizing an amendment to the Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN), for Phase Two of the Storm Water Master Plan
- 2. Consider a resolution authorizing the purchase of office furnishings for the new Health Department facility from Hernandez Office Solutions
- 3. Consider an ordinance denying the Entergy Texas, Inc. application for Distribution Cost Recovery Factor rate increase on file with the City of Beaumont

WORK SESSION

* Review and discuss appointments to various Boards, Commissions and Committees

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

Consider a resolution authorizing an amendment to the Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN), for Phase Two of the Storm Water Master Plan

BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing an amendment to the

Engineering Service Contract with Lockwood, Andrews & Newnam, Inc. (LAN), for Phase Two of the Storm Water Master

Plan in the amount of \$500,000.

BACKGROUND

On November 12, 2014, by Resolution No. 14-244, City Council authorized the City Manager to execute an Agreement with Lockwood, Andrews & Newnam, Inc. (LAN) of Houston, Texas in the amount of \$500,000 for Phase One (1) of the Master Drainage Plan. The purpose of this contract is to develop a master drainage plan with sufficient, up-to-date, and accurate information to systematically plan and manage future drainage improvements.

The original agreement executed on November 17, 2014 was understood by the City and LAN that the project would be divided into three (3) phases with a total budget of \$1,500,000 and \$500,000 designated per phase. LAN is pleased to report that Phase One (1) is progressing according to schedule and within the initial \$500,000 budget. A map of the areas included within each phase is attached.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.14-244

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an Agreement with Lockwood, Andrews, Newnam, Inc. (LAN), of Houston, Texas, in an amount not to exceed \$500,000 to develop a Master Drainage Plan for the drainage infrastructure within the City limits and update the current City of Beaumont Master Drainage Plan. The Agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 12th day of

November, 2014.

Mayor Becky Ames -

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute Amendment No. 1 to the Engineering Services Contract between the City of Beaumont and Lockwood, Andrews & Newnam, Inc., (LAN), in the amount of \$500,000, for Phase Two (2) of the Storm Water Master Plan. The Amendment is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

- Mayor Becky Ames -	

FIRST AMENDMENT ENGINEERING SERVICES CONTRACT

STATE OF TEXAS

COUNTY OF JEFFERSON

CITY OF BEAUMONT

CONTRACT FOR CITY OF BEAUMONT

MASTER DRAINAGE PLAN

SECTION 1

On November 17, 2014, the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City", and Lockwood, Andrews & Newnam, Inc. (LAN), duly licensed engineer, and practicing under the laws of the State of Texas, hereinafter termed "Engineer," entered into a Engineering Services Contract for a Master Drainage Plan which primarily addressed the first phase of a three (3) project. The Engineer has requested, and the City agrees, that Phase Two (2) should begin before Phase One (1) is completed (See Exhibit 1 attached hereto). To accomplish this end, the parties enter this First Amendment to the Engineering Services Contract. Said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

The City is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

NOW, THEREFOR:

The Parties, for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, agree to amend that certain Agreement executed by the Parties on November 17, 2014, entitled "ENGINEERING SERVICES AGREEMENT." Under this amendment, while continuing their work to complete Phase One (1), the Engineer shall undertake Phase Two (2) of the Master Drainage Plan project. Paragraph VI.B. of the original agreement is hereby deleted in its entirety and replaced as follows:

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and

Expenses shown on Attachment A of the Engineering Services Contract. The Engineer agrees that the total services and expenses for all three (3) phases shall not exceed \$1,500,000.00. This agreement shall cover Phase I and Phase II only and shall not exceed \$500,000.00 per each phase. Phase III will be addressed as funds become available.

Other than specifically provided above, the original November 17, 2014 agreement shall remain the same.

SECTION 2

The City and the Engineer hereby ratify and agree that all other terms and conditions of the previously executed Engineering Services Agreement are in full force and effect.

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the Corporate Seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Derek A. St. John, P.E. CFM thereunto authorized signee title, does now sign, execute and deliver this document.

	Done at Beaumont, Texas, on this	day of	, A.D. 2015.
Attest	•	LOCKWOOD, AND	REWS & NEWNAM, INC.
/h) ///	By Associ	ciate, Peam Leader
Attest	:	CITY O	F BEAUMONT
		ByCity I	Manager

EXHIBIT 1



August 28, 2015

City of Beaumont P.O. Box 3827 Beaumont, Texas 77701

Attention: Dr. Majdalani, Public Works Director

Reference: City of Beaumont Master Drainage Plan - Phase 2

Dear Dr. Majdalani,

I am pleased to report that we are well into Phase 1 of the City's Master Drainage Plan (MDP) with the project progressing according to schedule and within the initial \$500K appropriation. The two primary objectives for year one are: 1) development of the City-Wide Digital Data Inventory of the City's drainage system, and 2) analysis of the City's oldest and most complex drainage infrastructure.

The Master Drainage Plan is divided into three project phases scheduled for one year each. The City was divided into three zones based on the City's three primary watersheds. Each project phase completes the Master Drainage Plan for that section of the city. Phase 1 of the MDP is focused on the watershed contributing to the Neches River and generally defined by the areas located east and south of IH-10 and bound by the Neches River.

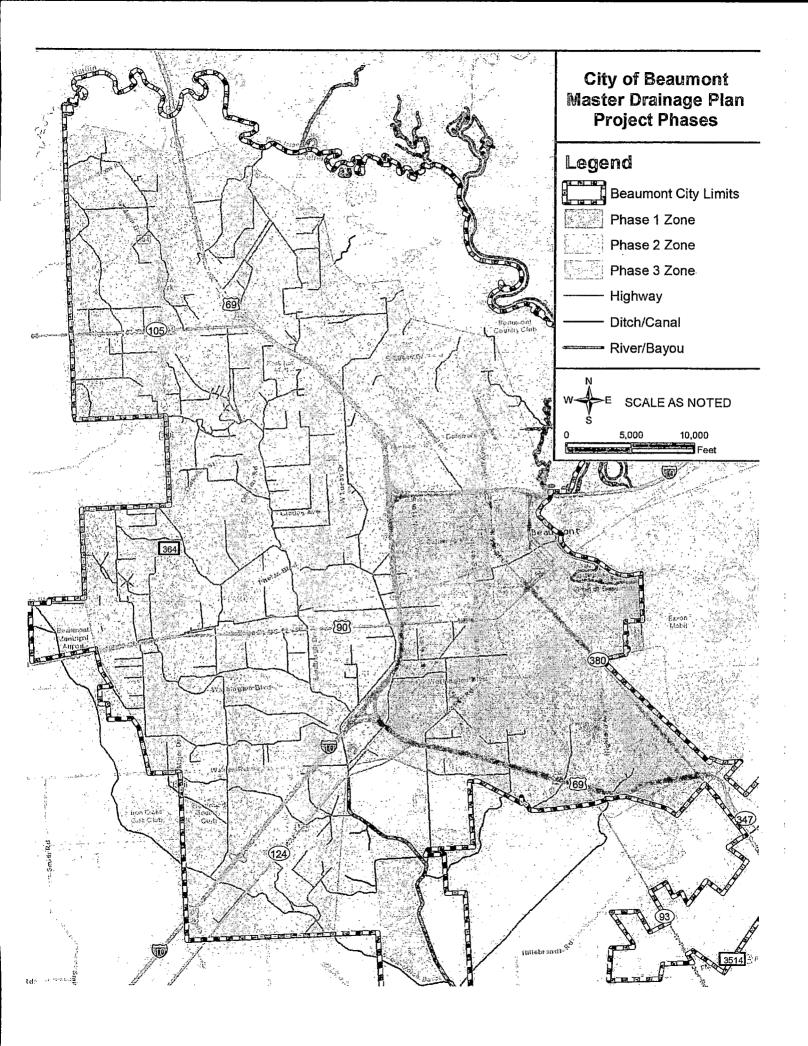
I am writing to request authorization for Phase 2 of the MDP which, like Phase 1, consists of two primary tasks: 1) Digital Data Inventory, and 2) Analysis and simulation. As we are nearing completion of Task 1 for Phase 1 of MDP, it is in the best interest of the City and the project team to begin Task 1 activities for Phase 2. This will allow us to maintain the commitment of the project team who specialize in the digital data inventory, while the drainage analysis team members focus on completing Phase 1.

We understand the critical importance of this project to the City and are recommending this approach to stay on schedule and maintain project momentum.

As always, we appreciate the opportunity to assist the City with this important project. Please let me know if you have any questions.

Sincerely,

Derek St. John, PE, CFM



ENGINEERING SERVICES AGREEMENT

STATE OF TEXAS

δ

COUNTY OF JEFFERSON §

CITY OF BEAUMONT

AGREEMENT FOR

CITY OF BEAUMONT

MASTER DRAINAGE PLAN

SECTION 1

This Agreement made and entered into in Beaumont, Jefferson County, Texas between the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City" and Lockwood, Andrews & Newman, Inc. (LAN), duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Engineer", said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for the Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

I. General

A. Detailed Project Description

The Engineer will perform engineering services for the City of Beaumont generally described as providing engineering services required for the City of Beaumont Master Drainage Plan as described in attachments "A", "B" and "C", and made part of this contract. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

B. The Engineer shall not commence work on this proposed Project until he has been notified in writing to proceed.

The Engineer, in consideration for the compensation herein provided, shall render all professional services, including any associated subconsultants, necessary for the development of the Project to completion, as provided in this Agreement.

II. Basic Services

- a. Meet with the City to determine detailed scope and schedule for project.
- b. Develop a comprehensive Master Drainage Plane for the City of Beaumont as described in Attachments "A", "B" and "C".
- c. Develop and create a report documenting the process for the Master Drainage Plan as described in attachments "A", "B" and "C".

III. Special Services

N/A

IV. Additional Services

All work that will be performed by the Engineer at the request of the City that is described in this paragraph and not included in the paragraphs above, shall constitute Additional Services. Additional Services shall include, but are not limited to the following:

- A. Services required by the City in any litigation or other controversy as an expert witness, including actual testimony time, stand-by waiting time, preparation of engineering data and reports or depositions and consulting with the City or its attorney.
- B. Preparation of any special reports, applications for permits or grants, and appearances before any regulatory agencies or public hearings not included in Attachments "A", "B" and "C".
- C. Any revisions of previously approved work.
- D. Any travel and subsistence to points other than Engineer's or City's Offices and Project sites.
- E. Additional services due to significant changes in scope of Project or its design including but not limited to changes in size, complexity, or character of construction as agreed to by both parties.
- F. Providing services after issuance of Letter of Acceptance from the City.

V. Coordination

- A. The Engineer shall hold monthly conferences with the Public Works Director, hereinafter termed "Director", or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Engineer in this coordination, the City shall make available for the Engineer's use in planning and designing the project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project, at no cost to the Engineer. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director. To the extent the Engineer utilizes any such information to meet its standard of care the Engineer shall be entitled to keep one such copy for its business record.
- B. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Engineer's services.
- C. The City will give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect (error or omission) in the Engineer's services or any development that affects the scope or timing of Engineer's services.
- D. The City shall furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be determined to be necessary by the City for the completion of the Project. The Engineer will provide the City reasonable assistance in connection with such approvals and permits such as furnishing of data complied by the Engineer pursuant to other provisions of the contract, but shall not be obligated to develop additional data, prepare extensive reports or appear at hearings or the like unless compensated therefore under other provisions on this contract.
- E. The Engineer shall promptly report, in writing, to the City of any development that would affect the scope or timing of the Project.

VI. Fee Schedule

A. General

For and in consideration of the services to be rendered by the Engineer in this Agreement, the City shall pay and the Engineer shall receive the compensation hereinafter set forth for the Engineer's services described in Sections II, III, and IV.

B. Basic and Special Services

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and Expenses shown on Attachment A. The Engineer agrees that the total services and expenses for all three phases shall not exceed \$1.500.000.00. This agreement shall cover Phase I only and not to exceed \$500,000.00 (Attachment "C"). Other phases will be addressed as funds become available.

VII. City Payments

- A. Payments shall be made to the Engineer based on the several phases as described above and in accordance with the following:
 - 1. Ninety-five percent (95%) of the amount due the Engineer for work performed in each phase shall be payable on a monthly basis.
 - 2. The remaining five percent (5%) shall be paid upon acceptance of the project by the City.
- B. Payment shall be made within thirty (30) days after submittal of the request for payment for work performed. Payment shall be considered past due forty-five (45) days after submittal.
- C. The City reserves the right to make an audit of time based and reimbursable expense charges claimed for this contract for services.

VIII. Revisions to Drawings and Specifications

The Engineer shall make, without additional expense to the City over and above the basic fee, such revisions to the Design Phase as may be required to meet the needs of the City. After approval of the Design Phase by the City, any revisions, additions, or other modifications made at the City's request that involves extra services and expenses to the Engineer shall be subject to additional compensation to the Engineer for such extra services and expenses.

IX. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Engineer as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Engineer will be at City's sole risk and without liability or legal exposure to Engineer.

X. Termination

Either party to this Agreement may terminate the Agreement by giving the other thirty (30) days notice in writing and in accordance with the following procedure:

- A. Upon delivery of such notice by either party to the party, and upon expiration of the thirty day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such others or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed charge to which the service actually performed under this Agreement is applicable and useable to this Project, less such payments on account of the charges as have been previously made. Copies of specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.
- B. Failure by the Engineer to comply with the submittal of the statement, and documents as required above shall constitute a waiver by the Engineer of any and all rights or claims to collect any monies that the Engineer may rightfully be entitled to for services performed under this Agreement.

XI. Engineer's Warranty

The Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract, and that he has not for the purpose of soliciting or securing this Contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

XII. Equal Employment Opportunity

The Engineer agrees to follow the Minority Business Enterprise requirements and/or develop an Affirmative Action Plan as set forth by the City.

XIII. Assignment or Transfer of Interest

The Engineer shall not assign or transfer its interest in the Contract without the written consent of the City.

XIV. Indemnification/Liability

The Engineer shall save and hold harmless the City from all claims and liability due to activities of himself, his agents, or employees, performed under this Contract and which result from a negligent act, error or omission of the Engineer or of any person employed by the Engineer. The Engineer shall also save harmless the City from any and all expenses, including attorney fees which might be incurred by the City in litigation or otherwise resisting said claim or liabilities which might be imposed on the City as result of such activities by the Engineer, his agents, or employees and for which the Engineer is found to be legally liable.

The Engineer shall, within one week after signing the contract and before any work shall start, furnish the city with certificates of insurance naming the City as additional insured on the General Liability and Automobile policies satisfactory to the City and indicating the existence of Statutory Workmen's Compensation Insurance. Such insurance shall be at the Engineer's expense. The limits shall be as follows:

Comprehensive General Liability and Auto Liability Insurance shall not be less than \$1,000,000.00 per incident / \$1,000,000.00 per occurrence.

These certificates shall contain a provision that the City shall be notified thirty (30) days before cancellation of the insurance. The Engineer shall maintain such insurance in force during the life of the contract and no modification or change of insurance carriage and provision shall be made without thirty (30) days written advance notice to the City.

XV. Estimates of Cost

Since the Engineer has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

XVI. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, direct or indirect, in any Contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee.

XVII. Entire Agreement

This Agreement, including the attachments, represents the entire and integrated Agreement between the City and Engineer and supersedes all prior negotiation, representatives, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Engineer.

SECTION 2

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of <u>Derek A. St. John, P.E. CFM</u> thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this 17th day of Normber, A.D. 2014.

Lockwood, Andrews & Newman, Inc.

CITY OF BEAUMONT

Associate, Team Leader

City Manager

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October 13, 2015

Consider a resolution authorizing the purchase of office furnishings for the new Health Department facility from Hernandez Office Solutions

BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider a resolution authorizing the purchase of office furnishings for the new Health Department facility from Hernandez

Office Solutions in the amount of \$151,693.53.

BACKGROUND

On March 4, 2014, by Resolution No. 14-058, City Council awarded a contract with N & T Construction Company, Inc., of Beaumont, Texas for the construction of the new Beaumont Public Health Department.

Pricing was obtained through the Texas Multiple Awards Schedule (TXMAS), a State of Texas cooperative purchasing association providing cities and political subdivisions with the means to purchase equipment and supplies at volume pricing. TXMAS complies with the State of Texas procurement statutes.

The City received a quote from Hernandez Office Solutions dated October 5, 2015 through TXMAS Contract # 3-7111010 in the amount of \$151,693.53 to furnish the entire Beaumont Health Department.

FUNDING SOURCE

WIC Grant in the amount of \$14,817.81 and the remaining balance of \$136,875.72 from the Capital Reserve Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.14-058

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to N & T Construction Company, Inc., of Beaumont, Texas, in the amount of \$6,670,000 for construction of the new Beaumont Public Health Facility.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of

March, 2014.



QUOTE NUMBER 14537-0
QUOTE DATE 10/05/15

HERNANDEZ OFFICE SOLUTIONS P.O. BOX 1604 119 17TH STREET NEDERLAND TX 77627

BILLTO ADDRESS SHIPTO ADDRESS

BEAUMONT CITY OF

801 MAIN ST. STE 315

P.O. BOX 3827

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BEAUMONT, CITY OF

PUBLIC HEALTH/WIC

COLLEGE ST BEAUMONT

BEAUMONT TX 77701

TX 77708

409-899-4488

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CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYCODE	ORDER TAKER
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ITEM NUMBER	MFG		M DESCRIPTI	ON	UM	ORD QTY	B/O QTY	SHIP	SELL PRICE	EXTEND PRICE
ALL OFFICES- INSTALLATION	GLB HDZ	TXMAS QUOTE CONTRACT # 3-71: ALL OFFICES A INSTALLATION	1010	i de la	EA EA	1		1	142543.53 9150.00	142543.53 9150.00

All quotes are only valid for 30 days.

Subtotal 151693.53

Tax

Total Due 151693.53

Page 1 of 1

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to approve the purchase of office furnishings from Hernandez Office Solutions, of Nederland, Texas, in the amount of \$151,693.53 through the Texas Multiple Award Schedule (TXMAS) contract for use by the Public Health Department in the newly constructed Beaumont Public Health Facility.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

	•
- Mayor Becky Ames -	•

Consider an ordinance denying the Entergy Texas, Inc. application for Distribution Cost Recovery Factor rate increase on file with the City of Beaumont

BEAUMONT TEXAS

TO:

City Council

FROM:

Kyle Hayes, City Manager

PREPARED BY:

Tyrone E. Cooper, City Attorney

MEETING DATE:

October 13, 2015

REQUESTED ACTION:

Council consider an ordinance denying the Entergy Texas, Inc.

application for Distribution Cost Recovery Factor rate increase on

file with the City of Beaumont.

BACKGROUND

By letter delivered on September 4, 2015, Entergy Texas, Inc. (ETI) filed an application with the City of Beaumont for authority to implement a Distribution Cost Recovery Factor (DCRF). Entergy has at the same time filed the application with the Public Utility Commission of Texas (PUCT) covering its customers located outside the cities boundaries. A DCRF allows the electric utility to make adjustments to an existing rider based upon changes in its distribution investment capital. In September 2014, Entergy filed a similar request in the amount of \$7 million in additional annual revenue to cover increased distribution expenses. The PUCT approved \$3.6 million of the \$7 million request on February 4, 2015. The present request is for an additional \$6.5 million annually over and above the \$3.6 million approved by the Commission.

If approved, ETI will collect a total of \$10.1 million in DCRF revenue annually. It is proposed that the residential customer would be charged approximately \$6.4 million or 64% of the requested increase, which translates to approximately \$1.09 per month for an average residential customer using a 1,000 kWh hours of electricity per month.

The DCRF request follows a different process than the typical base rate case where the City has an opportunity to suspend the request to allow for an opportunity to analyze the request. With the DCRF, the City has 60 (sixty) days from the filing date to approve, modify, or deny the request. The Cities' retained utilities attorney and rate consultants have preliminarily analyzed this request and are recommending denial of the application. Denial is recommended at this time for the reason that the company has not substantiated its request to the satisfaction of the consultants. Additional requested information is yet to be provided which would allow a complete analysis and investigation. The denial of the application by the Cities would allow for

an appeal to the Public Utility Commission of Texas for a full review and ultimate resolution.

FUNDING SOURCE

The reasonable expenses associated with rate cases are reimbursable by the company as provided for in the Public Utility Regulatory Act.

RECOMMENDATION

Approval of the ordinance.

ORDINANCE NO.

AN ORDINANCE BY THE CITY OF BEAUMONT, TEXAS ("CITY") DENYING THE DISTRIBUTION COST RECOVERY FACTOR RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON SEPTEMBER 4, 2015; SETTING JUST AND REASONABLE RATES FOR ENTERGY TEXAS, INC. FOR SERVICE WITHIN THE MUNICIPAL LIMITS; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS.

WHEREAS, on or about September 4, 2015 Entergy Texas, Inc. ("Entergy") filed an Application for Authority to Amend the existing Distribution Cost Recovery Factor with the City to increase electric rates by implementing new riders pursuant to Public Utility Regulatory Act ("PURA") Section 36.210; and,

WHEREAS, the proposed Distribution Cost Recovery Factor rates proposed by Entergy Texas, Inc. would increase customer rates in the Entergy Service Area by \$6.5 million per year above the current Distribution Cost Recovery Factor surcharge; and,

WHEREAS, the jurisdictional deadline for the City to act in this rate matter is November 3, 2015; and,

WHEREAS, the expert utility rate consultants retained to review the Company's Distribution Cost Recovery Factor rates on behalf of the City have made preliminary findings that Entergy has incorrectly calculated the proposed Distribution Cost Recovery Factor and overstated the claimed need for the rate increase requested. The consultants' analyses support reductions to the Entergy request; and,

WHEREAS, the rate experts retained for the rate review have concluded that Entergy's rate filing request is not supported; and, WHEREAS, Entergy has failed to properly support and justify the rate class increase amounts for Entergy's proposed class allocation of certain distribution costs; and,

WHEREAS, the statutory deadline to act on Entergy's Distribution Cost Recovery Factor rate increase request is November 3, 2015;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

- Section 1. That the statement and findings set out in the preamble to this Ordinance are hereby in all things approved and adopted.
- Section 2. The City of Beaumont hereby denies the Entergy Distribution Cost Recovery Factor rate increase.
- Section 3. Entergy's Distribution Cost Recovery Factor rate increase application on file with the City is denied in total.
- Section 4. The meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
- Section 5. This ordinance shall become effective from and after its passage.

 PASSED BY THE CITY COUNCIL of the City of Beaumont this the 13th day of October, 2015.

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	_	Mayor	Becky	Ames -	

ATTEST:		

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WORK SESSION

* Review and discuss appointments to various Boards, Commissions and Committees

ARTICLE 2.02 BOARDS, COMMISSIONS AND COMMITTEES T

Division 1. Generally

Sec. 2.02.001 Establishment; membership; appointment, term and qualifications of members

- (a) City boards and commissions and their duties and responsibilities shall be established by ordinance. The size of the membership of the board shall be determined by the city council and, to the extent not conflicting with existing ordinances, members of boards and commissions shall be appointed for two-year overlapping terms. Boards and commissions shall contain an odd number of members with each councilmember having an equal number of nominations to the committee except that the mayor may nominate one additional member. Appointment shall be by the city council.
- (b) The mayor shall appoint the chair and vice-chair of all boards and commissions when the ordinance establishing the board or commission does not provide otherwise.
- (c) Persons appointed to advisory committees and commissions must be residents of the city. Persons may serve on no more than two (2) advisory boards and commissions of the city at the same time.

(Ordinance 92-64, sec. 1, adopted 8/25/92; Ordinance 00-19, sec. 1, adopted 2/15/00; Ordinance 05-035, sec. 1, adopted 4/5/05; 1978 Code, sec. 2-53; Ordinance 07-010, sec. 13, 2/6/07)

% Secs. 2.02.002–2.02.030 Reserved

Division 2. Planning and Zoning Commission*

Sec. 2.02.031 Established; membership; vacancies; compensation

- (a) There shall be a planning and zoning commission, which commission shall be composed of nine (9) members and three (3) alternate members, whose offices are hereby created and established.
- (b) The members of the city planning and zoning commission shall be resident citizens and qualified voters of this city. The members of the city planning and zoning commission shall be appointed by the city council. The mayor shall appoint three (3) members and each councilmember shall appoint one. The alternate members are to be appointed by the mayor subject to the approval of the city council. The term of office of each commissioner shall be for three (3) years or until a successor is appointed. The city council shall appoint one of the commissioners as chairman and one as vice-chairman of the commission to serve a term of one (1) year.
- (c) Vacancies occurring on the city planning and zoning commission shall be filled by appointment by the city council for the unexpired term of the commissioner being replaced.
- (d) The members of the city planning and zoning commission, in the performance of their duties as such, shall serve without compensation.

(Ordinance 84-163, sec. 1, adopted 12/11/84; Ordinance 03-036, sec. 1, adopted 5/6/03; 1978 Code, sec. 2-31; Ordinance 07-010, sec. 3, adopted 2/6/07)

Sec. 2.02.032 Powers and duties

The city planning and zoning commission shall have the following powers and duties:

- (1) Studies and plans for improving city. To make studies and project plans for the improvement of the city and to perform all duties imposed upon the city planning and zoning commission by the statutes of the state and the charter of the city.
- (2) Making plans and maps. To make plans and maps of the whole or any portion of the city and of land outside the city located within five (5) miles of the city limits and of any other land outside the city which in the opinion of the city planning and zoning commission bears a relation to the planning of the city and to make changes in, additions to and extensions of such plans or maps when it deems same advisable.
- (3) Advise property owners. To confer with and advise private property owners pertaining to location and erection of private structures with the view of having same conform to the overall city plan.
- (4) Reports on new subdivisions. To investigate, consider and report to the city council upon the layout or platting of new subdivisions of the city or of property situated within five (5) miles of the city limits, and to approve all plans, plats or replats of additions within the city limits, or within five (5) miles of the city limits.
- (5) Recommending rules for platting and subdividing. To recommend to the city council for adoption and promulgation rules and regulations governing plats and subdivisions of land within the corporate limits of the city or within five (5) miles of the corporate limits of the city to promote the health, safety, morals and general welfare of the community, and the safe, orderly and healthful development of such community. Such rules and regulations may be adopted by the city council only after public hearing held thereon.
- (6) Zone boundaries. The city planning and zoning commission shall have the power to recommend the boundaries of the various original districts or zones, to recommend appropriate regulations to be enforced therein, to make their preliminary report as to such zoning districts and regulations, and to hold a public hearing or public hearings on the same before submitting a final report, and to submit a final report to the city council and to perform all other duties and [exercise all other powers conferred upon it by the] statutes of the state, and specifically by chapter 283, Acts of the Regular Session of the 40th Legislature of Texas, 1927, the same being Texas Local Government Code, section 212.001 et seq.

(Ordinance 84-163, sec. 1, adopted 12/11/84; 1978 Code, sec. 2-32; Ordinance 07-010, sec. 4, adopted 2/6/07)

Sec. 2.02.033 Organization; meetings

The city planning and zoning commission shall, subject to the approval of the city council, make such rules and regulations and adopt such bylaws for its own government and designate such times and places for holding meetings as it deems proper. Five (5) regular and/or alternate members of the city planning and zoning commission shall constitute a quorum for the transaction of business. (Ordinance 84-163, sec. 1, adopted 12/11/84; Ordinance 03-036, sec. 2, adopted 5/6/03; 1978 Code, sec. 2-33)

Secs. 2.02.034-2.02.060 Reserved

Division 3. Community Development Advisory Committee

Sec. 2.02.061 Established

There is hereby established a community development advisory committee to be composed of fifteen (15) members who are resident citizens of the city. The members of the community development advisory committee shall be appointed by the city council for two-year terms. The mayor shall appoint three (3) members, and each councilmember shall appoint two (2). The city council shall name one of the members as chairman and one as vice-chairman. Vacancies shall be filled by the city council

for the unexpired term. Members of the committee shall serve without compensation. (Ordinance 84-163, sec. 1, adopted 12/11/84; 1978 Code, sec. 2-34; Ordinance 07-010, sec. 5, adopted 2/6/07)

Sec. 2.02.062 Secretary

The city manager, or his designee, shall serve as secretary of the committee without vote. The duties of the secretary will be as follows:

- (1) To serve as a nonvoting member;
- (2) To attend all meetings of the committee and of its appointed committees;
- (3) To maintain a record of all activities of the committee:
- (4) To provide the committee with all information necessary for the performance of its duties;
- (5) To submit a proposed agenda to the committee chairman and members;
- (6) To invite the participation of the interested parties concerned with topics of the agenda;
- (7) To coordinate the attendance of staff personnel of the city;
- (8) To introduce items on the agenda and present applicable information as shall be necessary to aid in resolving problems;
- (9) To provide such clerical-administrative support as is required by the committee;
- (10) To arrange for all meetings to be held as directed by the chairman of the committee.

(Ordinance 84-163, sec. 1, adopted 12/11/84; 1978 Code, sec. 2-35; Ordinance 07-010, sec. 6, adopted 2/6/07)

Sec. 2.02.063 Duties and responsibilities

The duties and the responsibilities of the community development advisory committee shall be as follows:

- (1) To act as an advisory board to the city council and the city manager;
- (2) To recommend objectives to the city for the community development block grant program;
- (3) To assist the city council and the city manager's staff in planning for a continuing program of community development;
- (4) To keep the city council and the city manager's staff informed of current trends and to recommend changes and improvements which will update the community development and housing assistance plan.

(Ordinance 84-163, sec. 1, adopted 12/11/84; 1978 Code, sec. 2-36; Ordinance 07-010, sec. 7, adopted 2/6/07)

Secs. 2.02.064-2.02.090 Reserved

Division 4. Small Business Revolving Loan Fund Board

Sec. 2.02.091 Established

There is hereby created a small business revolving loan fund board composed of nine (9) members who are resident citizens and voters of the city. The board shall consist of at least one member from local financial institutions, at least one member from the entrepreneurial studies program at Lamar University, two (2) members from small and minority business or community organizations, two (2) members from the citizens advisory committee of the community development block grant program, the city finance officer, and two (2) members at large. Of the initial nine (9) members, four (4) shall be appointed for a term of three (3) years and three (3) shall be appointed for a term of two (2) years; thereafter, the term of office of each board member shall be for two (2) years or until a successor is appointed. The board shall elect from its membership officers and committee chairs, as necessary. The board's duties, among others, shall be to review requests for small business revolving loans and to approve loan packages under the program. The board shall report to the city council as requested concerning the effectiveness of the program and advise the city council concerning potential improvements to the structure and procedures of the program. The city manager is hereby authorized to take all necessary action including litigation to collect delinquent accounts resulting from loans made from the small business revolving loan fund. (Ordinance 87-92, sec. 1, adopted 12/8/87; Ordinance 91-23, sec. 1, adopted 3/5/91; 1978 Code, sec. 2-52; Ordinance 07-010, sec. 12, adopted 2/6/07)

Secs. 2.02.092-2.02.120 Reserved

Division 5. Drug-Free Beaumont Commission

Sec. 2.02.121 Established

There is hereby created the Drug-Free Beaumont commission composed of eleven (11) members. Of the initial eleven (11) members, five (5) shall be appointed by the mayor from the membership of the Mayor's Coalition for a Drug-Free Beaumont. The remaining six (6) members shall be appointed by the city council with each city council member appointing one (1) member to the commission. The term of office of each member shall be two (2) years or until a successor is appointed. A chairperson and vice-chairperson of the commission shall be appointed by the mayor. Vacancies resulting from resignations or other reasons during a term shall be filled by the city council for the unexpired term. Members of the Drug-Free Beaumont commission shall serve without compensation and all members of such commission shall be subject to removal at the will and pleasure of the city council. (Ordinance 95-24, sec. 1, adopted 4/11/95; Ordinance 96-10, sec. 1, adopted 2/6/96; 1978 Code, sec. 2-54; Ordinance 07-010, sec. 14, adopted 2/6/07)

Secs. 2.02.122-2.02.150 Reserved

Division 6. Convention and Tourism Advisory Board

Sec. 2.02.151 Established

- (a) <u>Composition: terms: vacancies: compensation</u>. There is hereby created a convention and tourism advisory board to be composed of sixteen (16) members who are resident citizens and qualified voters of the city. The members of the convention and tourism advisory board shall be appointed by the city council from the following occupational specialties or agencies as well as from the community at large:
 - (1) Hotel/motel;
 - 2) Restaurant:
 - Museum-attraction;
 - (4) Travel;
 - (5) Advertising;
 - (6) Media;
 - (7) Chamber of commerce; and
 - (8) Lamar University.

The term of office of each member of the convention and tourism advisory board shall be for two (2) years or until a successor is appointed. Vacancies shall be filled by the city council for the unexpired term. Members of the convention and tourism advisory board shall serve without compensation. All members of the convention and tourism advisory board shall be subject to removal at the will and pleasure of the council.

(b) <u>Duties: officers: bylaws.</u> The duties of the convention and tourism advisory board shall be advisory in nature to the city council and the city manager. It shall participate with the director of the CVB department or his or her designee, in developing convention and tourism goals and objectives, in devising marketing strategies for accomplishment of those goals and objectives, and in monitoring the results of implementation of those strategies. It shall participate in the formulation of the annual budget for convention and tourism activities. The city council shall select from the membership of the board a chairman, and vice-chairman and such other officers as may be deemed appropriate.

(Ordinance 86-75, sec. 1, adopted 7/29/86; Ordinance 86-94, sec. 1, adopted 9/9/86; Ordinance 90-61, sec. 1, adopted 10/9/90; 1978 Code, sec. 20-34)

Secs. 2.02.152-2.02.180 Reserved

Division 7. Library Commission

Sec. 2.02.181 Established; membership

There is hereby created a library commission which shall be composed of nine (9) members who are resident citizens and qualified voters of this city. The members of the library commission shall be appointed by the city council for two (2) years or until a successor is appointed. The city council shall name one of the commissioners as chairman and one as vice-chairman. Vacancies shall be filled by the city council for the unexpired term. Members of the library commission shall serve without compensation. (1958 Code, sec. 18-1; Ordinance 83-175, sec. 1, adopted 12/13/83; 1978 Code, sec. 16-1)

Sec. 2.02.182 Duties

The duties of the library commission shall be advisory in nature to the city council and the city manager. It shall recommend library objectives and policies, assist in planning for a continuing program of library services and development, assist the library director in keeping the city officials and the public informed about current library trends, and recommend to the library director changes and improvements which will update the library services. (1958 Code, sec. 18-2; 1978 Code, sec. 16-2)

Secs. 2.02.183-2.02.210 Reserved

Division 8. Keep Beaumont Beautiful Commission

Sec. 2.02.211 Established; membership

There is hereby created a Keep Beaumont Beautiful commission composed of fourteen (14) members who are residents, citizens and qualified voters of the city. Members of Keep Beaumont Beautiful shall be appointed by the city council. Vacancies shall be filled by the city council for the unexpired term. Members of Keep Beaumont Beautiful shall serve without compensation and all members of said commission shall be subject to removal at the will and pleasure of the city council. Members shall be appointed for two-year terms. (Ordinance 92-65, sec. 1, adopted 8/25/92; 1978 Code, sec. 13-66)

Sec. 2.02.212 Duties

The duties of Keep Beaumont Beautiful shall be advisory in nature to the city manager and the city council. Its duties, among others, shall be to promote public interest in improving the environment; plan and coordinate programs for litter control in cooperation with businesses, industries, governmental agencies and private citizens; make studies and recommendations for improving health, sanitation, safety and cleanliness through beautification of streets, yards, lots and other open spaces; aid in the removal and limitation of trash and debris; and encourage city beautification including the planting and preservation of trees, flowers, plants, shrubs, and other similar activities. (Ordinance 92-65, sec. 1, adopted 8/25/92; 1978 Code, sec. 13-67)

Sec. 2.02.213 Powers; meetings

Keep Beaumont Beautiful shall act as an executive committee and, as such, among other powers, shall have the power to appoint additional ad hoc members, establish standing and special committees and task forces as necessary to accomplish its purpose and adopt bylaws and rules of procedure. Keep Beaumont Beautiful shall meet monthly or as required by the chairman or the city manager. (Ordinance 92-65, sec. 1, adopted 8/25/92; 1978 Code, sec. 13-68)

Secs. 2.02.214-2.02.240 Reserved

Division 9. Animal Health Advisory Committee

Sec. 2.02.241 Established

- (a) There is hereby established an animal health advisory committee of the city to act in an advisory capacity to the city council and to the department of health concerning rules and regulations pertaining to the operations of the animal shelter and to make recommendations to the director of public health concerning animal control by the city.
- (b) Such committee shall consist of six (6) members composed of the city veterinarian, the director of health, the city animal control supervisor, a representative from the city police department and two (2) individuals from the Humane Society, all of whom shall be appointed for two-year terms.
- (c) The advisory committee shall meet as needed.

(Ordinance 84-166, sec. 1, adopted 12/18/84; Ordinance 04-097, sec. 1, adopted 12/7/04; 1978 Code, sec. 5-37)

Secs. 2.02.242-2.02.270 Reserved

Division 10. Parks and Recreation Committee

Sec. 2.02.271 Established

- (a) There is hereby created a parks and recreation advisory committee to be composed of fourteen (14) members who are resident citizens and qualified voters of the city. The members of the parks and recreation advisory committee shall be appointed by the city council. The term of office of each member of the parks and recreation advisory committee shall be for two (2) years or until a successor is appointed. The city council shall name one (1) of the members of the parks and recreation advisory committee as chairman for two (2) years. Vacancies shall be filled by the council for the unexpired term. Members of the parks and recreation advisory committee shall serve without compensation. All members of the parks and recreation advisory committee shall be subject to removal at the will and pleasure of the council.
- (b) The duties of the parks and recreation committee shall be advisory in nature to the city council and the city manager. It shall recommend parks and recreation objectives and policies, assist in planning for a continuing program of parks and recreation services and development, assist the parks and recreation director in keeping the city officials and the public informed about the current parks and recreation trends, and recommend to the parks and recreation director changes and improvements which will update the parks and recreation services.

(1958 Code, sec. 25-9; Ordinance 80-20, sec. 1, adopted 4/1/80; Ordinance 82-63, sec. 1, adopted 6/15/82; Ordinance 84-88, sec. 9, adopted 6/26/84; 1978 Code, sec. 20-2; Ordinance 07-055, sec. 1, adopted 5/8/07)

Secs. 2.02.272-2.02.290 Reserved

Division 11. Police Department Community Advisory Committee

Sec. 2.02.291 Established

There is hereby established a police community advisory committee to be composed of fifteen (15) members. The members shall be appointed by the city council for two-year terms. The mayor shall name one of the members as chairperson and one person as vice-chairperson. Vacancies on the committee shall be filled by city council for unexpired terms. All members of the committee shall serve without compensation. Due to the nature of the committee, each nominee will be subject to a background inquiry. (Ordinance 10-099, sec. 1, adopted 12/7/10)

Sec. 2.02.292 Mission statement; requirements; attendance

The mission of the committee shall be to enhance citizen understanding, communication, and cooperation between the police department and the community. The committee shall act in an advisory capacity to the chief of police. Nominees will be required to attend the Citizens Police Academy, participate in a ride-along with a patrol officer, and attend monthly committee meetings. Committee members must attend a minimum of seventy-five (75) percent of the monthly meetings during a calendar year, and may not miss more than two consecutive monthly meetings. Violations of the attendance requirement may be grounds for removal from the committee. (Ordinance 10-099, sec. 1, adopted 12/7/10)

Sec. 2.02.293 Duties and responsibilities

The duties and responsibilities of the police community advisory committee shall be as follows:

- (1) To assist the police department in achieving a greater understanding of complex police/community issues.
- (2) To study, examine, and recommend methods and approaches to develop an active citizen-police partnership in the prevention of crime.
- (3) To promote cooperative citizen-police programs and approaches in order to resolve community crime problems and police/community issues.
- (4) To recommend policies, programs, and/or legislation that will enhance cooperation among citizens and the police department.
- (5) To receive information concerning police department programs, services, and operations.
- (6) To act as liaison between the community and the police department on matters addressed by the committee.
- (7) To participate in meaningful dialogue and provide meaningful input related to the objectives of the committee.
- (8) At the direction of the chief of police, assume other tasks or duties to facilitate the accomplishment of the committee objectives.

(Ordinance 10-099, sec. 1, adopted 12/7/10)

Sec. 2.02.294 Organization; meetings

The police department shall designate times and places for monthly meetings. Since the committee is advisory in nature, a quorum of members is not required to conduct business. (Ordinance 10-099, sec. 1, adopted 12/7/10)

Sec. 28.02.007 Historic landmark commission

- (a) <u>Creation of historic landmark commission.</u> For the purpose of recommending historic-cultural landmark preservation designations and districts and for the purpose of approving or making recommendations on the construction, alteration, reconstruction, demolition, or relocation of buildings and structures on sites located within HC-L and HC-D zones, Historic-Cultural Landmark Preservation designation, there is hereby created a historic landmark commission. The historic landmark commission shall be composed and appointed as follows:
 - (1) The historic landmark commission shall consist of twelve (12) members appointed by the city council, including the following:
 - (A) One member shall be a member of the city planning commission.
 - (B) One member shall be a licensed architect.
 - (C) One member shall be a licensed attorney.
 - (D) One member shall be a professional historian.
 - (E) One member shall be a member of the Beaumont Heritage Society.
 - (F) One member shall be a member of the Jefferson County Historical commission.
 - (G) Six (6) members shall be appointed from the community at large.
 - All members shall have knowledge and experience of the architectural, archaeological, cultural, social, economic, ethnic and political history of Beaumont.
 - (2) The historic landmark commission shall be appointed by resolution of the city council, and shall serve for a period of two (2) years. Vacancies shall be filled for the remainder of the unexpired term of any member whose place becomes vacant for any cause.
 - (3) Operational procedures shall be established by the historic landmark commission as follows:
 - (A) The historic landmark commission shall adopt rules to govern its proceedings; provided that its rules are not in conflict with this chapter, other ordinances of the city, or laws of the state.
 - (B) The city council shall select from the membership of the commission a chairman and vice-chairman of the commission.
 - (C) The director of planning of the city shall serve as secretary for the commission and shall be responsible for taking minutes of the commission's proceedings and filing them in the office of the city clerk.
 - (D) The historic landmark commission shall meet on a monthly basis at an agreed-upon specified time and place. Special meetings shall be called by the commission chairman or by three (3) commission members.
 - (E) Seven (7) members shall constitute a quorum, and all issues shall be decided by a simple majority vote of the members present and voting.
 - (F) Any appointed member of the historic landmark commission who fails to attend three (3) regular meetings in succession without notifying the chairman in advance or who does not attend at least fifty (50) percent of the regularly scheduled meetings in a twelve-month period will be considered to have automatically resigned from the commission.
 - (G) Notices of commission meetings shall be governed by V.T.C.A., Government Code, chapter 551 (Open Meetings Law), all meetings shall be open to the public, and minutes shall be kept of all commission proceedings.
 - (H) All historic landmark commission public hearings on applications for certificates of appropriateness for exterior changes and on requests for the approval of demolitions or removals shall be noticed and advertised once by publication in a newspaper stating time, date and place of public hearing thereon at least seven (7) days prior to the date on which the public hearing is held.
- p) Functions of the historic landmark commission. The historic landmark commission shall:
 - (1) Thoroughly familiarize itself with buildings, structures, sites, districts, areas, places and lands within the city which may be eligible for designation as historic-cultural landmarks.
 - (2) Establish criteria and make recommendations to the planning commission and city council for determining whether certain buildings, structures, sites, districts, areas, places and lands should be awarded an historic-cultural landmark preservation designation or district status.
 - (3) Establish guidelines for review, approval or denial of all requests for certificates of appropriateness and certificates of demolition of buildings, structures and sites located in HC-L, Historic-Cultural Landmark Preservation designation or HC-D, Historic-Cultural Landmark Preservation Districts.
 - (4) Formulate plans and programs for public and private action for encouraging and promoting the preservation of historic-cultural landmarks.
 - (5) Suggest sources of funds for preservation and restoration activities and acquisitions, including federal, state, private, and foundation sources.
 - (6) Provide information and counseling to owners of historic-cultural landmarks.
- 2) Historic-Cultural Landmark Preservation designation. The following procedure shall be followed in establishing an HC-L, Historic-Cultural Landmark Preservation esignation: